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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Rhina Beatriz Carrillo, Dejanee Rodgers, and Oscar Arreola ("Plaintiffs"), Defendants WM. Bolthouse Farms, Inc. ("Bolthouse") and MA Medina Farm Labor Services, Inc. ("Medina") (the Defendant Parties are collectively referred to as "Defendants") The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Actions" means the consolidated civil lawsuits entitled *Rhina Beatriz Carrillo v. WM. Bolthouse Farms, Inc.*, Kern County Superior Court Case No. BCV-19-101199; *Oscar Arreola v. WM. Bolthouse Farms, Inc*., Kern County Superior Court Case No. BCV-19-101525; *Rhina Beatriz Carrillo v. WM. Bolthouse Farms, Inc.*, Kern County Superior Court Case No. BCV-20-100649; and *Dejanee Rodgers v. WM. Bolthouse Farms, Inc.*, Kern County Superior Court Case No. BCV-21-100621.

1.2 "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means, subject to Court approval, the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement, unless additional fees and expenses are approved by the Parties and the Court.

1.4 "Aggrieved Employee" means a person who was either: (a) directly employed as a non-exempt employee by Bolthouse and/or, New Carrot Farms, LLC (*dba* Bolthouse Fresh Foods), or Wm. Bolthouse Farms, Inc. (*dba* Generous Brands), the companies that were created as a result of a company split of Bolthouse in 2024 (Bolthouse Fresh Foods and Generous Brands are collectively referred to as the "Split Companies") within the State of California at any time during the PAGA Period; or (b) employed as a non-exempt employee by Medina and placed to work at a Bolthouse location (including one of the Split Companies) in California at any time during the PAGA Period.

1.5 "Bolthouse" refers to WM. Bolthouse Farms, Inc.

1.6 "Bolthouse Fund" means the portion of the Net Settlement Amount allocated towards the Bolthouse Subclass, which shall be based on the following formula: Total Workweeks of the Participating Bolthouse Subclass Members during the Class Period divided by Total Workweeks of the Participating Class Members during the Class Period times 1.10 times the Net Settlement Amount.

1.7 "Bolthouse Subclass" means all persons who were directly employed as a non-exempt employee by Wm. Bolthouse Farms, Inc. and/or either of the Split

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Companies within the State of California at any time during the Class Period, excluding anyone who entered into a release agreement with Bolthouse, and/or any one of the Split Companies, that covers the claims released in this Settlement.

1.8 "Bolthouse Subclass Member" means a member of the Bolthouse Subclass.

1.9 "Class" means all persons in the Bolthouse Subclass or the Medina Subclass.

1.10 "Class Counsel" means Matern Law Group, PC and Justice Law Corporation.

1.11 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts, subject to Court approval, allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

1.12 "Class Data" means the following Class Member identifying information in Defendants' personnel records: the Class Member's: (a) full name; (b) last-known mailing address; (c) Defendant employer; (d) Social Security number; (e) dates of employment with the applicable Defendant; (f) number of Class Period Workweeks; and (g) number of PAGA Pay Periods. Should the Administrator need to communicate with specific Class Members via email or phone in order to perform skip tracing or administer the Settlement, the Defendant employer will provide the email addresses and phone numbers for those Class Members within five (5) business days if available in its records.

1.13 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.14 "Class Member Address Search" means the Administrator will take reasonable efforts to identify a Class Member's current address or addresses via public and proprietary systems, and the Administrator shall as needed attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved.

1.15 "Class Notice" means the COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.16 "Class Period" means the period commencing on April 30, 2015, and ending on May 26, 2024.

1.17 "Class Representatives" means the named Plaintiffs in the operative complaints in the Actions seeking Court approval to serve as the Class Representatives.

1.18 "Class Representative Service Payments" means the payments approved by the Court, not to exceed $20,000.00 per Class Representative, to the Class Representatives for initiating the Actions and providing services in support of the Actions, and as consideration for a full, general, and comprehensive release of each of the Plaintiffs' Released Claims.

1.19 "Court" means the Superior Court of California, County of Kern.

1.20 "Defense Counsel" means John S. Battenfeld, Sheryl K. Horwitz, and Camille A. Watson of Morgan, Lewis & Bockius LLP and James Miller of Ogletree Deakins.

1.21 "Effective Date" means the date on which the Court's order granting Final Approval of this Settlement becomes final. Such order becomes final upon the following events: (i) sixty five (65) days after the Court issues the "Final Approval Order" granting approval of this Settlement if no objections to the settlement are filed; or (ii) if an appeal is filed and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (iv) if review is accepted, the day after the California Supreme Court affirms the judgment or order approving the Settlement.

1.22 "Final Approval" or "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.23 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.24 "Gross Settlement Amount" means $5,125,000.00 which is the total amount Defendants will be required to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and Administration Expenses Payment.

1.25 "Individual Class Payment" means the Participating Class Member's pro rata share of the applicable Bolthouse Fund or Medina Fund calculated according to the number of applicable Workweeks worked during the Class Period, as provided in Paragraph 3.2.4 below.

1.26 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by the Aggrieved Employee during the PAGA Period. An Aggrieved Employee cannot opt out of the PAGA Settlement and will receive an Individual PAGA Payment and be bound by the Released PAGA Claims even if he or she opts out of the Class Settlement.

Docusign Envelope ID: 3A42A9AB-789F-4484-B75B-A78C01CEFAE9

1.27 "Judgment" means the judgment entered by the Court based upon the Final Approval. The Judgment shall constitute a judgment for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

1.28 "LWDA" means the California Labor and Workforce Development Agency.

1.29 "LWDA PAGA Payment" means the seventy-five percent (75%) portion of the PAGA Penalties to be paid to the LWDA under Labor Code section 2699, subd. (i).

1.30 "Medina" means MA Medina Farm Labor Services, Inc.

1.31 "Medina Fund" means the remaining portion of the Net Settlement Amount after subtracting the Bolthouse Fund, to be allocated to Individual Class Payments to the Participating Medina Subclass.

1.32 "Medina Subclass" means all persons who were employed as a non-exempt employee by Medina and placed to work at a Bolthouse location (including either of the Split Companies) in California at any time during the Class Period.

1.33 "Medina Subclass Member" means a member of the Medina Subclass.

1.34 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments based on the allocation of the Bolthouse Fund to the Bolthouse Subclass and the allocation of the Medina Fund to the Medina Subclass. If the Court orders a different amount of Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, or Administrator Expenses Payment, or either increases or decreases the PAGA Penalties, the Net Settlement Amount will be adjusted accordingly.

1.35 "Non-Participating Class Member" means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion

1.36 "PAGA" means the Private Attorneys General Act (Labor Code section 2698, *et seq*.).

1.37 "PAGA Notices" collectively refers to Plaintiff Oscar Arreola's March 27, 2019, letter to Bolthouse and the LWDA, Plaintiff Rhina Beatriz's April 29, 2019 letter to Defendants and the LWDA, and Plaintiff Dejanee Rodgers' September 28, 2020 letter to Defendants and the LWDA, which provided notice pursuant to Labor Code section 2699.3, subd. (a).

Docusign Envelope ID: 3A42A9AB-789F-4484-B75B-A78C01CEFAE9

1.38 "PAGA Pay Period" means any weekly pay period during which an Aggrieved Employee worked for one of the Defendants at a Bolthouse (including, the Split Companies) location in California for at least one day during the PAGA Period.

1.39 "PAGA Penalties" means the PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of $150,000.00, or other amount approved by the Court, allocated twenty-five percent (25%) to the Aggrieved Employees and seventy-five percent (75%) to LWDA in settlement of PAGA claims.

1.40 "PAGA Period" means the period commencing on March 30, 2018, and ending on May 26, 2024.

1.41 "Participating Bolthouse Subclass Member" means a Bolthouse Subclass Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.42 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.43 "Participating Medina Subclass Member" means a Medina Subclass Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.44 "Plaintiffs" means Rhina Beatriz Carrillo, Dejanee Rodgers, and Oscar Arreola, the named plaintiffs in the Actions.

1.45 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.46 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.47 "QSF" means the Qualified Settlement Fund set up by the Administrator which the Parties agree will at all times be treated as a "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1, et seq. The Parties agree the Administrator shall, in establishing the account, make any such elections as necessary or advisable to carry out the "relation back election" (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. The Parties further agree and acknowledge that, for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder, only the Defendants shall be treated as a "transferor" (within the meaning of such term under Treasury Regulations §1.468B-1(d)(1)) with respect to the QSF.

1.48 "Released Class Claims" means the claims being released as described in Paragraph 5.3 below.

1.49 "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.50 "Released Parties" means Medina, Bolthouse (including the Split Companies), and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, affiliates, parent companies, related entities, employees, agents, partners, attorneys, benefits plans, representatives, and subsidiaries.

1.51 "Request for Exclusion" means a Class Member's submission of a written request to opt out of the Class Settlement, signed by the Class Member.

1.52 "Response Deadline" means forty-five (45) calendar days after the Administrator mails Notice to Class Members shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class Settlement; (b) fax, email, or mail his or her Objection to the Class Settlement; or (c) fax, email or mail any disputes regarding their reported Workweeks. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has expired to submit a Request for Exclusion, Objection, or Workweek dispute.

1.53 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.54 "Workweek" means any weekly pay period during which a Class Member performed work at a Bolthouse (including, as split, Wm. Bolthouse Farms, Inc. (*dba* "Generous Brands") and/or New Carrot Farms, LLC (*dba* "Bolthouse Fresh Foods")) location in California for at least one day, during the Class Period.

2. RECITALS.

2.1 On April 30, 2019, Plaintiff Rhina Beatriz Carrillo commenced a putative class action lawsuit against Defendants entitled *Rhina Beatriz Carrillo v. WM Bolthouse Farms, Inc.*, Kern County Superior Court Case No. BCV-19-101199 ("*Carrillo* Class Action"), which alleged the following nine (9) causes of action: (a) Failure to Provide Required Meal Periods; (b) Failure to Provide Required Rest Periods; (c) Failure to Pay Overtime Wages; (d) Failure to Pay Minimum Wages; (e) Failure to Pay All Wages Due to Discharged and Quitting Employees; (f) Failure to Maintain Required Records; (g) Failure to Furnish Accurate Itemized Wage Statements; (h) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (i) Unfair and Unlawful Business Practices.

2.2 On June 3, 2019, Plaintiff Oscar Arreola commenced a representative action against WM. Bolthouse Farms, Inc. entitled *Oscar Arreola v. WM. Bolthouse Farms* ("*Arreola* Action"), Kern County Superior Court Case No. BCV-19-101525, which alleged a single cause of action for Violation of Labor Code section 2698, et seq. (PAGA), based on claims for alleged Labor Code violations due to alleged failure to pay minimum and overtime wages; failure to provide meal periods and rest breaks; failure to timely pay wages during employment; failure to timely pay wages

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upon termination; failure to provide complete and accurate wage statements; failure to reimburse business expenses; and civil penalties.

2.3 On March 4, 2020, Plaintiff Rhina Beatriz Carrillo commenced a representative action against Defendants entitled *Rhina Beatriz Carrillo v. WM. Bolthouse Farms, Inc.*, Kern County Superior Court Case No. BCV-20-100649 ("*Carrillo* PAGA Action"), which alleged a single cause of action for Violation of Labor Code section 2698, et seq. (PAGA), based on claims for alleged Labor Code violations due to alleged failure to provide required meal periods; failure to provide required rest periods; failure to pay overtime wages; failure to pay minimum wages; failure to timely pay wages during employment; failure to pay all wages due to discharged and quitting employees; failure to maintain required records, failure to furnish accurate itemized wage statements; failure to provide recovery periods or cool down periods; and failure to indemnify employees for necessary expenditures in discharge of duties.

2.4 On March 18, 2021, Plaintiff Dejanee Rodgers commenced a representative action against Defendants entitled *Dejanee Rodgers v. WM. Bolthouse Farms, Inc.*, Kern County Superior Court Case No. BCV-21-100621 ("*Rodgers* Action"), which alleged a single cause of action for Violation of Labor Code section 2698, et seq. (PAGA), based on claims for alleged Labor Code violations due to alleged failure to provide required meal periods; failure to provide required rest periods; failure to pay overtime wages; failure to pay minimum wages; failure to timely pay wages during employment; failure to pay all wages due to discharged and quitting employees; failure to maintain required records; failure to furnish accurate itemized wage statements; failure to provide recovery periods or cool down periods; and failure to indemnify employees for necessary expenditures incurred in discharge of duties.

2.5 On February 3, 2022, the Kern County Superior Court entered an order consolidating the *Carrillo* Class Action, the *Arreola* Action, the *Carrillo* PAGA Action, and the *Rodgers* Action for all purposes and designated the *Carrillo* Class Action as the lead case.

2.6 In 2024, Bolthouse split into the Split Companies. As a result of the split, certain Bolthouse Subclass Members became employed by either Generous Brands or Bolthouse Fresh Foods.

2.7 Defendants deny all allegations and all claims as to liability, damages, penalties, interest, fees, and all other forms of relief. Defendants have agreed to resolve the Actions via this Settlement, but to the extent this Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Actions upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class and/or representative action treatment on any grounds, as well as asserting any and all other privileges and potential defenses, including based on arbitration agreements as to certain Class Members. Neither the Settlement nor this

Agreement shall not be construed as an admission by Defendants or any of the Releasees of any fault, liability or wrongdoing, which Defendants expressly deny.

2.8 The Parties agree that an express condition of this Agreement is that there has been no finding of liability on the merits and that this Agreement and the Preliminary Approval, Final Approval, and Judgment therefore cannot be a basis to assert subsequent violation or increased penalty rates or any other sanction in any action or proceeding seeking civil penalties, or to assert offensive collateral estoppel against any Defendant. Notwithstanding the foregoing, nothing in this Agreement shall limit a Defendants' use of the Preliminary Approval, Final Approval, or Judgment to establish res judicata and/or collateral estoppel in any other litigation, including but not limited to any other class or representative action.

2.9 This Agreement shall not affect the validity of any arbitration agreements and/or release agreements applicable to any Plaintiff or to any Class Member or Aggrieved Employee. Each Defendant reserves the ability and does not waive the right to enforce arbitration agreements in any other action, or in this action as to any arbitrable claims or Plaintiff and/or any Class Member or Aggrieved Employee should settlement not be approved. Nothing in this Agreement shall prevent or prohibit any Plaintiff, Class Member, or Aggrieved Employee to assert any defenses or challenge to any purported arbitration agreements and/or release agreements, excluding the release set forth in this Settlement.

2.10 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave written notice to Defendants and the LWDA by sending the PAGA Notices.

2.11 On November 17, 2022, the Parties participated in an all-day mediation presided over by Michael Dickstein, Esq. The Parties were unable to resolve the Actions at the mediation but continued to engage in arm-length negotiations with Mr. Dickstein's assistance. These ongoing negotiations ultimately culminated in the acceptance of a mediator's proposal on February 26, 2024, the terms of which are now fully memorialized in this Agreement to settle the Actions.

2.12 Prior to mediation, Class Counsel diligently investigated the claims against Defendants, including any and all applicable defenses and the applicable law. This investigation included, *inter alia*, the completion of significant formal discovery consisting of multiple days of depositions, multiple sets of written discovery requests, interviews of numerous Class Members, and review of an extensive document production which included, *inter alia,* numerous corporate policies and practices and time and payroll records for the Class. Class Counsel's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1998) and *Kullar v. Foot Locker Retail, Inc*., 168 Cal.App.4th 116, 129-130 (2008).

2.13 The Court has not yet granted class certification.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendants promise to pay $5,125,000.00 and no more as the Gross Settlement Amount and to separately pay the employer payroll taxes (as calculated by the Administrator) owed associated with the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Net Settlement Amount to Participating Class Members without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To Plaintiffs: Class Representative Service Payments of up to $20,000.00 each to Plaintiffs Carrillo, Arreola, and Rodgers, (in addition to any Individual Class Payment the Class Representatives are entitled to receive as Participating Class Members and any Individual PAGA Payment), for their service to the Class, including assistance in Class Counsel's fact investigation and (as to Carrillo and Arreola) participation in depositions. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $1,708,333.33. and a Class Counsel Litigation Expenses Payment of not more than $80,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a Motion for Final Approval, including requests for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendants harmless and indemnify Defendants from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $60,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses approved by the Court are less than $60,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: Individual Class Payments for the Bolthouse Subclass will be calculated by: (a) dividing the Bolthouse Fund by the total number of Workweeks worked by all Participating Bolthouse Subclass Members during the Class Period; and (b) multiplying the result by each Participating Bolthouse Subclass Member's Workweeks. Individual Class Payments for the Medina Subclass will be calculated by: (a) dividing the Medina Fund by the total number of Workweeks worked by all Participating Medina Subclass Members during the Class Period; and (b) multiplying the result by each Participating Medina Subclass Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty-five percent (25%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy-five percent (75%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments, but they will receive Individual PAGA Payments if they meet the Aggrieved Employee definition. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $150,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) ($112,500.00) allocated to the LWDA PAGA Payment and twenty-five (25%) ($37,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties ($37,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court requires or approves PAGA Penalties of more or less than the amount requested, the Administrator will deduct the Court's required/approved amount from the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. No later than twenty-one (21) calendar days after receipt by Defendants, whether from the Court or service by Plaintiffs, of the Court's Order granting Preliminary Approval of the Settlement, each Defendant will separately deliver the Class Data applicable to that Defendant's employees to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights as well as Defendants' business interests, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform services under this Agreement. Each Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data it provided for its employees omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, each Defendant will, with the assistance of the Administrator, expeditiously use reasonable efforts to determine, estimate or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendants shall (a) fully fund the Gross Settlement Amount no later than fourteen (14) calendar days after the Effective Date consistent with the Administrator's wiring instructions; and (b) fund the amounts necessary to pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) calendar days after the later of (i) the Effective Date and (ii) the date the Administrator provides Defendants with the wiring instructions and amounts of employer payroll taxes (including the amounts as allocated between the Defendants based on the Wage Portion to be paid to the Bolthouse Subclass Members and Medina Subclass Members, respectively) due per Defendant for Individual Settlement Payments to that Defendant's employees.

4.3 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, or as soon as reasonably practicable, the Administrator will mail checks or wire funds for all Individual Class Payments, all Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

4.3.2 The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undeliverable without USPS forwarding address. Within three (3) business days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3 For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check, as relevant, is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* Safe Place for Youth (“SPY”), subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4 Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the Gross Settlement Amount and fund the employer payroll taxes as instructed by the Administrator on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 <u>Plaintiffs' Released Claims</u>.

(a) Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and forever discharge Released Parties from any and all claims, transactions, or occurrences of any nature, whether known or unknown, which exist or may exist on Plaintiffs' behalf against Released Parties as of the date Plaintiffs sign this Agreement, including but not limited to the claims alleged in the Actions and/or PAGA Notices, any and all statutory claims, tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, public policy claims, retaliation claims, statutory claims, discrimination claims, protected leave-related claims, failure to accommodate claims, denial of accommodation claims, failure to engage in the interactive process claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, any claims for wages, renumeration, meal and/or rest period premiums, wage-related penalties, expense reimbursement(s), attorneys' fees, costs, damages, penalties, and/or interest, unfair business practices, and any and all claims arising under any federal, state, or other governmental statute, law, regulation, or ordinance covering wages or benefits of employment, including, but not limited to (1) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000(e) et seq.; (2) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq., as amended by the Older Workers Benefit

Protection Act of 1990; (3) Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981; (4) the Equal Pay Act of 1963, 29 U.S.C. § 206 and the Lilly Ledbetter Fair Pay Act; (5) the Sarbanes-Oxley Act of 2002; (6) the Dodd-Frank Wall Street Reform and Consumer Protection Act; (7) the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq.; (8) the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), 42 U.S.C. S 1395(c); (9) Executive Order 11141; (10) Section 503 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, et seq.; (11) the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; (12) the Americans with Disabilities Act; (13) the Worker Adjustment and Retraining Notification Act; (14) the Family and Medical Leave Act; (15) the National Labor Relations Act; (16) the Immigration Reform and Control Act; (17) the Occupational Safety and Health Act; (18) the Fair Credit Reporting Act; (19) the California Fair Employment and Housing Act, Cal. Govt. Code § 12940 et seq.; (20) the California Family Rights Act, Cal. Govt. Code § 12945.2; (21) the California Labor Code, including but not limited to Section 132a, Sections 200 et seq. and Sections 1025 et seq., as well as the Private Attorneys General Act ("PAGA"); (22) the California Labor Code, including but not limited to Sections 200 et seq. as well as the Private Attorneys General Act; (23) the California Government Code; (24) the California Constitution; (25) California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.; (26) any claims related to any action or inaction associated directly or indirectly with the COVID-19 pandemic to the maximum extent permitted by law; (27) any amendments to the foregoing statutes; and (28) any other federal, state, local, municipal or other law, governmental statute, regulation, ordinance or order ("Plaintiffs' Released Claims").

(b) Plaintiffs acknowledge that they have not made any claims or allegations related to sexual harassment or sexual abuse and none of the payments set forth herein are related to sexual harassment or sexual abuse.

(c) Notwithstanding the foregoing, the release of claims by Plaintiffs expressly excludes claims asserted by Plaintiff Rhina Beatriz Carrillo against Medina and third parties in the following civil actions pending in Kern County Superior Court: (a) *Carrillo v. Varsity Products, Inc., et al*, Kern County Superior Court Case No. BCV-19-101198-TSC; (b) *Carrillo v. Kern Ridge Growers, LLC*, Kern County Superior Court Case No. BCV-19-101197-TSC; (c) *Carrillo v. Kern Ridge Growers, LLC*, *et al.,* Kern County Superior Court Case No. BCV-20-100852; and (d) *Carrillo v. Varsity Produce, Inc., et al.*, Kern County Superior Court Case No. BCV-20-100855.

5.2 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

5.3 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or could have been alleged, based facts and claims stated in the PAGA Notices and/or the Actions, including claims for minimum wages, overtime wages, meal and rest period premium pay, improper calculation of the regular rate including related to bonuses, business expenses, liquidated damages, and statutory penalties, and including the following causes of action: (a) Failure to Provide Required Meal Periods; (b) Failure to Provide Required Rest Periods; (c) Failure to Pay Overtime Wages; (d) Failure to Pay Minimum Wages; (e) Failure to Pay All Wages Due to Discharged and Quitting Employees; (f) Failure to Maintain Required Records; (g) Failure to Furnish Accurate Itemized Wage Statements; (h) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; (i) Unfair and Unlawful Business Practices predicated on violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; (j) claims arising under the FLSA; and (k) claims arising under the Migrant and Seasonal Agricultural Worker Protection Act ("Released Class Claims"). Except as provided in Paragraph 5.4, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims arising outside of the Class Period.

5.4 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in Actions and/or the PAGA Notices including, e.g.: (a) failure to pay minimum wages; (b) failure to pay overtime wages (including claims alleging improper calculation of the regular rate relating to bonuses); (c) failure to provide meal and rest breaks; (d) failure to pay meal and rest period premiums; (e) failure to pay all wages owed at discharge or resignation; (f) failure to provide complete and accurate wage statements; (g) failure to keep complete and accurate payroll records; (h) failure to reimburse necessary business-related expenses; and (i) violations of Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 510, 512(a), 558 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 ("Released PAGA Claims"). Except as provided in Paragraph 5.3, Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims arising outside of the PAGA Period. To the extent any Aggrieved Employees were covered by the prior PAGA settlement approved by the court in *Jose Aguilera* *v. Wm. Bolthouse Farms, Inc.*, the Release by Aggrieved Employees does not supersede or limit but rather adds to the release in the *Aguilera* action.

6. **MOTION FOR PRELIMINARY APPROVAL; SUBMISSION TO LWDA.** Plaintiffs agree to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"), with cooperation by Defendants.

6.1 Plaintiffs' Responsibilities. Plaintiffs will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.

6.2 Before or at the Preliminary Approval Hearing, Plaintiffs will submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Administrator; approving the Class Notice; and setting the Final Approval Hearing.

6.3 Defendants agree they will not oppose Plaintiffs' Motion for Preliminary Approval of the Settlement so long as the motion is consistent with the terms of the Settlement Agreement and paragraph 6.6.

6.4 The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payments shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payments shall not operate to terminate or cancel this Agreement.

6.5 If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement, even after efforts by the Parties pursuant to paragraph 6.7, the Agreement will be null and void, and the Parties will be restored to their respective positions as if they had not entered into the Agreement.

6.6 Responsibilities of Counsel. Class Counsel will prepare the Motion for Preliminary Approval and supporting papers, which will be subject to Defense Counsel prior review and comment. Plaintiffs will provide the draft Motion for Preliminary Approval and the supporting papers to Defense Counsel for its review and comment at least five (5) court days before filing. Plaintiffs will reasonably consider and incorporate Defense Counsel's comments about the Motion for Preliminary Approval. The Parties will jointly prepare the proposed Preliminary Approval Order.

6.7 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any change to this Agreement or the Class Notice, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to attempt to modify the Agreement and/or Class Notice and otherwise satisfy the Court's concerns.

6.8 Submissions to the LWDA. At the same time as they submit this Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by Cal. Lab. Code § 2699(l)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by Cal. Lab. Code § 2699(l)(3).

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Administration Expenses Payment shall include: all costs of administering the Settlement, all tax document preparation, custodial fees, and accounting fees incurred by the Administrator; all costs and fees associated with establishing and maintaining a QSF; all costs and fees associated with preparing, translating, issuing and mailing the Class Notice and other correspondence to Class Members; all costs and fees associated with communicating with Class Members, Class Counsel, and Defense Counsel; all costs and fees associated with computing, processing, reviewing, and paying the payments due under this Agreement, and resolving disputed claims; all costs and fees associated with calculating tax withholdings and each Defendant's share of payroll taxes, making related payment to federal and state tax authorities, and issuing tax forms relating to payments made under the Settlement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering payments due under this Agreement; and any other costs and fees incurred and/or charged by the Administrator in connection with the execution of its duties under this Stipulation. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A** in both English and Spanish. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person, by telephone, or by electronic mail, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

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7.5 Requests for Exclusion.

7.5.1 Class Members who wish to exclude themselves from the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a signed communication from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be signed and timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any timely Request for Exclusion as valid if it is signed and the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may request additional proof of the Class Member's identity.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Release By Participating Class Members under Paragraph 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Class Settlement. Regardless of whether any Class Member submits a Request for Exclusion, they will still be bound by the release in Paragraph 5.4 (Release By Aggrieved Employees) if they are an Aggrieved Employee.

7.6 Challenges to Calculation of Workweeks.

7.6.1 Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Class Notice will instruct the challenging Class Member to submit supporting documentation. In the absence of any supporting documentation for the challenge, the Administrator will presume that the Workweeks/Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods after conferring with Defense Counsel and Class Counsel shall be final. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel for review and response.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the Class Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments. Neither Plaintiffs nor Non-Participating Class Members have a right to object.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed). The written objection must be signed personally by the Participating Class Member or his or her attorney and must include the Participating Class Member's name and address, the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. Class Members who fail to make timely written objections or to appear at the Final Approval Hearing in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

7.7.3 If a Class Member submits both a Request for Exclusion and a written objection within the Response Deadline, then the Request for Exclusion will be deemed valid and the objection invalid and the individual will not be deemed a Participating Class Member.

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

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7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address, a toll-free telephone number, and a fax number to receive Class Member calls, faxes, and emails.

7.8.2 Requests for Exclusion and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator will, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (a) Class Notices mailed or re-mailed; (b) Class Notices returned undelivered; (c) Requests for Exclusion (whether valid or invalid) received; (d) objections received; (e) challenges to Workweeks and/or Pay Periods received and/or resolved; and (f) checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. No later than fourteen (14) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a draft declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (a) its mailing of Class Notice; (b) Class Notices returned as undeliverable; (c) re-mailing of Class Notices; (d) attempts to locate Class Members; (e) total number of Requests for Exclusion from Settlement it received (both valid or invalid); (f) number of written objections; and (g) Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's signed declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. At least fourteen (14) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a draft declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's signed declaration in Court.

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8. **BOLTHOUSE OR MEDINA'S RIGHT TO WITHDRAW.** If more than forty (40) Bolthouse Subclass Members submit valid Requests for Exclusion, Bolthouse may, but is not obligated to, elect to withdraw from the Settlement. If more than forty (40) Medina Subclass Members submit valid Requests for Exclusion, Medina may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Bolthouse withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided Bolthouse will remain responsible for paying all Administrator expenses incurred to that point. The Parties agree that, if Medina withdraws, the Settlement shall be void as to Medina, which shall have no further obligation to perform under this Agreement; provided Medina will be responsible for paying all Administrator expenses incurred to that point. If Medina withdraws, Bolthouse can elect to either withdraw from the Settlement and cause the Settlement to be void, or attempt to negotiate with Plaintiffs a new settlement to which Medina is not a released party. Bolthouse or Medina must notify Class Counsel and the Court of its election to withdraw no later than ten (10) business days after the Administrator sends the final Exclusion List to Defense Counsel creating grounds for that Party to withdraw, except that if Bolthouse attempts to negotiate a new settlement, its deadline to withdraw will be ten (10) business days after either Bolthouse or Plaintiffs declare in writing an end to negotiations. A late election will have no effect on the Settlement.

9. **MOTION FOR FINAL APPROVAL.** No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment ("Motion for Final Approval"). Defendants agree that they will not oppose Plaintiffs' motion for Final Approval. Plaintiffs will provide the draft Motion for Final Approval and supporting papers to Defendants for review and comment at least five (5) court days before filing. Plaintiffs will reasonably consider and incorporate Defense Counsel's comments about the Motion for Final Approval. The Parties will jointly prepare the proposed Final Approval Order.

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

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any change to the Settlement (including, but not limited to, the scope of any releases), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment, or a different amount for the PAGA Penalties, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769 solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is materially consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, to the extent permitted by law, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Effective Date occurs.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall not become a Final Judgment. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, and any additional Administrator expenses reasonably incurred after remittitur will come out of the Net Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, Class Counsel Fees Payment, Administrator Expenses Payment, and Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of

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this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, or the Settlement does not become a Final Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). To the extent this Settlement is deemed void or the Effective Date does not occur, Plaintiffs and Class Counsel agree not to argue or present any argument, and hereby waive any arguments based on the existence of this Settlement Agreement including (a) that any of the Actions are amenable to class or representative treatment because the Defendants entered into this Settlement Agreement; or (b) that Defendants cannot contest class certification or representative action treatment on any grounds whatsoever or assert any and all other privileges or potential defenses if the Actions were to proceed.

11.2 Publicity. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) as needed to counsel or inform a court in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; (e) to the extent necessary to obtain "not-to-exceed" estimates from settlement administrators for settlement administration expenses; or (f) in response to an inquiry or subpoena issued by a state or federal government agency.

Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that they will not issue a press release or otherwise issue any advertising related to this Settlement, or hold any press conferences or initiate contact with a member of the press, including on social media or any website, about this case and/or the fact, amount or terms of the Settlement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect, except that Class Counsel may communicate with prospective settlement administrators about the Settlement to obtain estimates for settlement administration expenses. This paragraph does not restrict Class Counsel's communications with Class

Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

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

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to attempt to obtain approval of the Settlement by, among other things, if required by a court modifying the Settlement, submitting supplemental evidence, and supplementing points and authorities. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7 No Prior Assignments; Authorization to Enter Into Settlement Agreement. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement. The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.

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

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court (if the amendment is made after preliminary approval of the settlement).

11.10 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

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

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

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

11.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used or disclosed in any way that violates any existing contractual agreement, protective order, statute, or rule of court.

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

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

11.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Matthew J. Matern (mmatern@maternlawgroup.com)
Matthew W. Gordon (mgordon@maternlawgroup.com)
Julia Wells (jwells@maternlawgroup.com)
MATERN LAW GROUP, PC
2101 East El Segundo Boulevard, Suite 403
El Segundo, California 90245
Douglas Han (dhan@justicelawcorp.com)
Shunt Tatavos-Gharajeh (statavos@justicelawcorp.com)
Lizette Rodriguez (lrodriguez@justicelawcorp.com)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Ave., Ste. 101
Pasadena, California 91103

To Defendants:

John Battenfeld (john.battenfeld@morganlewis.com)
Sheryl Horwitz (sheryl.horwitz@morganlewis.com)
Camille Watson (camille.watson@morganlewis.com)
MORGAN, LEWIS & BOCKIUS LLP
800 S. Grand Ave., 22nd Floor
Los Angeles, CA 90071

James Miller (james.miller@ogletree.com)
OGLETREE DEAKINS
7060 N. Marks Avenue, Suite 108
Fresno, California 93711

11.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. DocuSign or AdobeSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.20 No Signature Required by Class Members. Only the Class Representatives will be required to execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release, and such shall have the same force and effect as if this Settlement Agreement were executed by each Participating Class Member.

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11.21 Stay of the Actions. The Parties agree that upon the execution of this Agreement, the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that, pursuant to CCP section 583.330, the Parties agree to extend the date to bring a case to trial under CCP section 583.310, commencing from February 26, 2024, for the entire period of this settlement process.

APPROVED AS TO FORM AND CONTENT:

Dated: Nov 18, 2024 By: N. N. (Nov 18, 2024 16:27 PST)
Plaintiff Rhina Beatriz Carrillo

Dated: ____________________ By: ____________________
Plaintiff Oscar Arreola

Dated: ____________________ By: ____________________
Plaintiff Dejanee Rodgers

Dated: ____________________ By: ____________________
Name:
Title:
For Defendant WM. Bolthouse Farms, Inc.

Dated: ____________________ By: ____________________
Name:
Title:
For Defendant MA Medina Farm Labor Services, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: ____________________ By: ____________________
Plaintiff Rhina Beatriz Carrillo

Dated: 12/20/2024 By: Oscar Arreola Bolanos
Plaintiff Oscar Arreola

Dated: ____________________ By: ____________________
Plaintiff Dejanee Rodgers

Dated: ____________________ By: ____________________
Name:
Title:
For Defendant WM. Bolthouse Farms, Inc.

Dated: ____________________ By: ____________________
Name:
Title:
For Defendant MA Medina Farm Labor Services, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: ______________________ By: ______________________
Plaintiff Rhina Beatriz Carrillo

Dated: ______________________ By: ______________________
Plaintiff Oscar Arreola

Dated: Nov 18, 2024 By: Dejanee R
Dejanee Rodgers (Nov 18, 2024 15:24 PST)
Plaintiff Dejanee Rodgers

Dated: ______________________ By: ______________________
Name:
Title:
For Defendant WM. Bolthouse Farms, Inc.

Dated: ______________________ By: ______________________
Name:
Title:
For Defendant MA Medina Farm Labor Services, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: ___________________________ By: ____________________________________
Plaintiff Rhina Beatriz Carrillo

Dated: ___________________________ By: ____________________________________
Plaintiff Oscar Arreola

Dated: ___________________________ By: ____________________________________
Plaintiff Dejanee Rodgers

Dated: **1/10/2025** By: Steve Cornell
Name: **Steve Cornell**
Title: **Chief Executive Officer**
For Defendant WM. Bolthouse Farms, Inc.

Dated: ___________________________ By: ____________________________________
Name:
Title:
For Defendant MA Medina Farm Labor Services, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: ______________________ By: ______________________
Plaintiff Rhina Beatriz Carrillo

Dated: ______________________ By: ______________________
Plaintiff Oscar Arreola

Dated: ______________________ By: ______________________
Plaintiff Dejanee Rodgers

Dated: ______________________ By: ______________________
Name:
Title:
For Defendant WM. Bolthouse Farms, Inc.

Dated: 07-Jan-2025 By: Signed by: D1F59DB6F6C3484...
Name:
Title:
For Defendant MA Medina Farm Labor Services, Inc.

APPROVED AS TO FORM ONLY:

Dated: December 20, 2024

MATERN LAW GROUP, PC

By:______________________________
Matthew J. Matern
Matthew W. Gordon
Julia Wells
Attorneys for Plaintiffs Rhina Beatriz Carrillo and Dejanee Rodgers

Dated: December 20, 2024

JUSTICE LAW CORPORATION

By:______________________________
Douglas Han
Shunt Tatavos-Gharajeh
Lizette Rodrigues
Attorneys for Plaintiff Oscar Arreola

Dated: __________________________

MORGAN, LEWIS & BOCKIUS LLP

By: ______________________________
John S. Battenfeld
Sheryl K. Horwitz
Camille A. Watson
Attorneys for Defendant WM. Bolthouse Farms, Inc.

Dated: __________________________

OGLETREE DEAKINS

By: ______________________________

James Miller
Attorneys for Defendant MA Medina Farm Labor Services, Inc.

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APPROVED AS TO FORM ONLY:

Dated: ______________________

MATERN LAW GROUP, PC

By:______________________________

Matthew J. Matern
Matthew W. Gordon
Julia Wells
Attorneys for Plaintiffs Rhina Beatriz Carrillo and Dejanee Rodgers

Dated: ______________________

JUSTICE LAW CORPORATION

By:______________________________

Douglas Han
Shunt Tatavos-Gharajeh
Lizette Rodrigues
Attorneys for Plaintiff Oscar Arreola

Dated: January 10, 2025

MORGAN, LEWIS & BOCKIUS LLP

By: ______________________________

John S. Battenfeld
Sheryl K. Horwitz
Camille A. Watson
Attorneys for Defendant WM. Bolthouse Farms, Inc.

Dated: ______________________

OGLETREE DEAKINS

By: ______________________________

James Miller
Attorneys for Defendant MA Medina Farm Labor Services, Inc.

APPROVED AS TO FORM ONLY:

Dated: ______________________

MATERN LAW GROUP, PC

By: ______________________
Matthew J. Matern
Matthew W. Gordon
Julia Wells
Attorneys for Plaintiffs Rhina Beatriz Carrillo and Dejanee Rodgers

Dated: ______________________

JUSTICE LAW CORPORATION

By: ______________________
Douglas Han
Shunt Tatavos-Gharajeh
Lizette Rodrigues
Attorneys for Plaintiff Oscar Arreola

Dated: ______________________

MORGAN, LEWIS & BOCKIUS LLP

By: ______________________
John S. Battenfeld
Sheryl K. Horwitz
Camille A. Watson
Attorneys for Defendant WM. Bolthouse Farms, Inc.

Dated: ______________________

OGLETREE DEAKINS

By: James D. Miller
James Miller
Attorneys for Defendant MA Medina Farm Labor Services, Inc.