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themselves and all others similarly situated and aggrieved

[additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

RAMON HUERTA, an individual;
ANTONIO DIAZ, an individual; FELICIANO
BERNABE BARRIOS, an individual; JUAN
CARLOS MORENO LOPEZ, an individual;
NORBERTO HUERTA-MARTINEZ, an
individual; on behalf of themselves and all
others similarly situated and aggrieved,

Plaintiffs,

vs.

BATHH FARMS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21CECG01833

Honorable Steven M. Crass
Department 403

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 13, 2026
Time: 3:30 p.m.
Dept.: 403

Complaint Filed: June 24, 2021
FAC Filed: March 14, 2023
Trial Date: Not Set

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themselves and all others similarly situated and aggrieved

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[PROPOSED] ORDER

On October 13, 2026 at 3:30 p.m. in Department 403 of the above-captioned Court located at B.F. Sisk Courthouse located at 1130 O Street, Fresno, California 93721, Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, and Norberto Huerta-Martinez's (collectively, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Steven M. Crass. Blackstone Law, APC and Bibiyan Law Group, P.C. appeared on behalf of Plaintiffs and Sagaser, Watkins & Wieland, PC appeared on behalf of Defendant Batth Farms, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

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IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Settlement Agreement and Release and Amendment No. 1 to Settlement Agreement and Release (together, "Settlement" or "Settlement Agreement") attached as Exhibit 4 and Exhibit 5, respectively, to the Declaration of Jasmine Y. Kianfard in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the Fee
2 Award, Class Counsel’s Costs, Service Awards, LWDA Payment, Settlement Administration Costs,
3 and payments to the Settlement Class Members and Aggrieved Employees provided for in the
4 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
6 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
7 awards made available to the Class Members and Aggrieved Employees are fair, adequate, and
8 reasonable when balanced against the probable outcome of further litigation relating to certification,
9 liability, and damages issues and are consistent with the requirements of California Labor Code §
10 2699(e)(1).

11 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
12 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
13 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
14 (b) common questions of law and fact predominate, and there is a well-defined community of interest
15 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs’
16 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately
17 protect the interests of the members of the Class; (e) a class action is superior to other available
18 methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as
19 counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly, non-exempt employees who worked for Defendant
23 in California any time during the Class Period, including the Released Employees.

24 (The Class Period is defined as the period from June 24, 2017 through December
25 31, 2025.)

26 7. The Court provisionally appoints Jonathan M. Genish, Sage S. Stone, Zachary T.
27 Gershman, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC and David D. Bibiyan,
28 Rafael Yedoyan, and Vedang J. Patel of Bibiyan Law Group, P.C. as counsel for the Class (“Class
Counsel”).

1 8. The Court provisionally appoints Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano
2 Bernabe Barrios, and Norberto Huerta-Martinez as the representatives of the Class (“Class
3 Representatives”).

4 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
5 Settlement (“Settlement Administrator”).

6 10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the
7 Settlement Administrator with the following information about each Class Member: full name, last
8 known address, last known telephone number, Social Security number, the total number of workweeks
9 that each Class Member worked for Defendant in the State of California during the Class Period, and
10 the total number of pay periods that each Aggrieved Employee worked for Defendant in the State of
11 California during the PAGA Period (collectively referred to as the “Class List”) in conformity with
12 the Settlement Agreement.

13 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
14 (“Settlement Notice”) attached hereto as **Exhibit 1**. The Settlement Notice shall be provided to Class
15 Members in the manner set forth in the Settlement Agreement. The Court finds that the Settlement
16 Notice appears to fully and accurately inform the Class Members of all material elements of the
17 Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a request
18 for exclusion, of Class Members’ right to dispute the workweeks and/or pay periods credited to each
19 of them by submitting a dispute, and of each Settlement Class Member’s right and opportunity to
20 object to the Class Settlement by submitting a written objection to the Settlement Administrator. The
21 Court further finds that distribution of the Settlement Notice substantially in the manner and form set
22 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
23 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
24 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail
25 the Settlement Notice by First-Class U.S. Mail to all Class Members within ten (10) business days of
26 receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

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1 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
3 choose to be excluded from the Class Settlement by submitting a request for exclusion in conformity
4 with the requirements set forth in the Settlement Notice, to the Settlement Administrator, postmarked
5 on or before the date that is sixty (60) calendar days from the initial mailing of the Settlement Notice
6 by the Settlement Administrator to Class Members (“Notice Deadline”). Any such person who timely
7 and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to
8 any recovery under the Class Settlement and will not be bound by the Class Settlement or have any
9 right to object, appeal, or comment thereon. Nevertheless, all Aggrieved Employees will be bound by
10 the PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit
11 a request for exclusion. Class Members who do not submit a timely and valid request for exclusion
12 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment
13 based thereon.

14 13. A Final Approval Hearing shall be held before this Court on
15 _____ at _____ a.m./p.m. in Department 403 of the Fresno
16 County Superior Court, located at B.F. Sisk Courthouse located at 1130 O Street, Fresno, California
17 93721, to determine all necessary matters concerning the Settlement, including: whether the proposed
18 settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate,
19 and reasonable and should be finally approved by the Court; whether a judgment, as provided in the
20 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
21 be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and
22 determine whether to approve the requests for the Fee Award, Class Counsel’s Costs, Service Awards,
23 Settlement Administration Costs, and allocation for the PAGA Payment.

24 14. Class Counsel shall file a motion for final approval of the Settlement and for Fee
25 Award, Class Counsel’s Costs, Service Awards, and Settlement Administration Costs, along with the
26 appropriate declarations and supporting evidence, including the Settlement Administrator’s
27 declaration, by _____, to be heard at the Final Approval Hearing.

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1 15. To object to the Class Settlement, a Settlement Class Member must submit their written
2 objection to the Settlement Administrator on or before the Notice Deadline. The written objection
3 must be signed and must contain the information that is required, as set forth in the Settlement Notice,
4 including and not limited to the grounds for the objection. Settlement Class Members, individually or
5 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
6 whether they have submitted a written objection.

7 16. In the event the Settlement does not become effective in accordance with the terms of
8 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
9 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
10 the parties shall revert back to their respective positions as of before entering into the Settlement
11 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
12 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

13 17. The Court reserves the right to adjourn or continue the date of the Final Approval
14 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
15 Members and retains jurisdiction to consider all further applications arising out of or connected with
16 the Settlement.

17 **IT IS SO ORDERED.**

18 Dated: _____

Honorable Steven M. Crass
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Ramon Huerta, et al. v. Batth Farms, Inc. **Superior Court of California for the County of Fresno, Case No. 21CECG01833**

PLEASE READ THIS SETTLEMENT NOTICE CAREFULLY.

You have received this Settlement Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement award.

This Settlement Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, and Norberto Huerta-Martinez (collectively, "Plaintiffs") and Defendant Batth Farms, Inc. ("Defendant" or "Batth Farms") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Ramon Huerta, et al. v. Batth Farms, Inc.*, Fresno County Superior Court, Case Number 21CECG01833 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, including the Released Employees.

"Released Employees" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, who also signed an individual "Settlement and Release Agreement" with Defendant between May 1, 2025 and January 31, 2026.

"Class Period" means the period from June 24, 2017 through December 31, 2025.

"Aggrieved Employee(s)" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the PAGA Period.

"PAGA Period" means the period from April 20, 2020 through December 31, 2025.

II. BACKGROUND OF THE ACTION

On October 7, 2020, Plaintiff Ramon Huerta ("Plaintiff Huerta") provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Notice"). On June 24, 2021, Plaintiff Huerta commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On March 14, 2023, Plaintiffs and Juan Carlos Moreno Lopez filed a First Amended Class and Representative Action Complaint in the Action. On July 23, 2025, Plaintiffs provided an amended written notice to the LWDA pursuant to California Labor Code Section 2699.3 of the additional claims of the California Labor Code alleged to have been violated by Defendant ("Amended PAGA Notice"). On [redacted], 2026, Plaintiffs filed a Second Amended Class and Representative Complaint ("Operative Complaint").

The Operative Complaint alleges causes of action for violations of the California Labor Code for failure to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, reimburse business expenses, and maintain records, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys'

fees and costs.

Batth Farms adamantly denies that it has done anything wrong. Batth Farms also denies that they owe Class Members or alleged Aggrieved Employees any wages, restitution, penalties, damages, or other amounts. Accordingly, the class and representative settlement is a compromise of disputed claims and should not be considered an admission of liability on the part of Defendant, by whom all liability is expressly denied.

The Class Representatives and Class Counsel support the class and representative settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of the Court not allowing the case to proceed as a class action, the risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

The Court has not ruled on Plaintiffs' claims. In granting preliminary approval of the class and representative settlement, the Court has determined only that there is sufficient evidence to suggest that the settlement might be fair, adequate, and reasonable. A final determination on whether the settlement is fair, adequate, and reasonable will be made at the final approval hearing (see below for hearing details).

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Settlement Agreement and Release and Amendment No. 1 to Settlement Agreement and Release (together, "Settlement" or "Settlement Agreement").

Your decision about whether to participate in the settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse action against or otherwise, target, retaliate, or discriminate against any Class Member because of their decision to either participate or not participate in the settlement.

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, and Norberto Huerta-Martinez as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Sage Stone
Zach Gershman
Alexandra Rose
Jasmine Y. Kianfard
Blackstone Law, APC
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Bibiyan Law Group, PC
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Los Angeles, California 90024
Tel: (310) 438-5555 / Fax: (310) 300-1705

If you are a Class Member, you need not take any action to receive a Settlement Award, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive a Settlement Award), object to the Class Settlement, and/or dispute the workweeks and/or pay periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$2,250,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in settlement payments that were already made to Class Members via the *Pick Up Stix* releases obtained by Defendant (“Prior Paid Amount”) and the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$750,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to Class Counsel; (2) Service Awards in amounts not to exceed Ten Thousand Dollars and Zero Cents to each of the Plaintiffs (total, \$40,000.00) and a Service Award to former plaintiff Juan Carlos Moreno Lopez in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) for their services in the Action; (3) the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Payment”), of which the LWDA will be paid 75% (\$112,500.00) (“LWDA Payment”) and the remaining 25% (\$37,500.00) will be distributed to Aggrieved Employees; and (4) Settlement Administration Costs in an amount not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Settlement Award”) based on their total number of workweeks worked for Defendant as hourly, non-exempt employees during the Class Period. The Settlement Administrator has divided the Net Settlement Amount by the workweeks of all Class Members and multiplied the result by each Class Member’s individual workweeks to yield an estimated Settlement Award that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not opt-out of the Settlement (“Settlement Class Members”) will be issued their final Settlement Award.

Each Settlement Award will be allocated twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties and interest, which will be reported on an IRS Form 1099 (if applicable). Each Settlement Award will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Settlement Awards resulting in a net payment to the Settlement Class Member. The employer’s share of taxes and contributions in connection with the wages portion of Settlement Awards will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Payment (“Individual PAGA Payment”) based on their total number of pay periods worked for Defendant as hourly, non-exempt employees during the PAGA Period. The Settlement Administrator had divided the 25% of the PAGA Payment by the pay periods of all Aggrieved Employees and multiplied the result by each Aggrieved Employee’s individual pay periods to yield each Aggrieved Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Settlement Awards will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Settlement Notice was mailed is not correct, or if you move after you receive this Settlement Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From June 24, 2017 through December 31, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From April 20, 2020 through December 31, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Ramon Huerta, et al. v. Batth Farms, Inc.*, Case Number 21CECG01833); (b) contain your full name, signature, address, telephone number, email address (if applicable), and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Notice Deadline]**.

C. Your Estimated Settlement Award and Individual PAGA Payment (if applicable)

As explained above, your estimated Settlement Award and Individual PAGA Payment (if applicable) is based on the number of workweeks and pay periods (if applicable) credited to you.

Under the terms of the Settlement, your Settlement Award is estimated to be \$ [REDACTED]. The Settlement Award is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Settlement Award and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Settlement Award and Individual PAGA Payment (if applicable) reflected in this Settlement Notice is only an estimate. Your actual Settlement Award and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by the Settlement Agreement, Plaintiffs and all Settlement Class Members shall and hereby do release and discharge all Releasees, finally and forever of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount and except as to such rights or claims as may be created by the Settlement Agreement, Plaintiffs, on behalf of the State of California, and the Aggrieved Employees, shall release the Releases of all Released PAGA Claims.

"Released Class Claims" means the claims during the Class Period pleaded in the Operative Complaint (including, but not limited to: claims for violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, and 1198, Business and Professions Code § 17200 *et seq.*, and claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have been pleaded based on the facts asserted in the Operative Complaint, including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available rest and/or meal periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; (7) failure to provide complaint cooldown breaks; (8) failure to maintain accurate records; (9) failure to provide employees with required notices; (10) failure to reimburse employees; (11) improper deductions of wages for housing; and (11) unlawful business practices. The enumeration of these specific statutes and theories shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Operative Complaint or could have been asserted in the Operative Complaint based on the facts and theories alleged in the Operative Complaint.

“Released PAGA Claims” means all claims and rights to recover civil penalties, costs, expenses, attorneys’ fees, declaratory relief, or accounting, against the Defendant for all claims under the PAGA during the PAGA Period that were or could have been pleaded based on the facts asserted in the Operative Complaint or in the original PAGA Notice and Amended PAGA Notice to the California Labor & Workforce Development Agency including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available rest and/or meal periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; (7) failure to provide complaint cooldown breaks; (8) failure to maintain accurate records; (9) failure to provide employees with required notices; (10) failure to reimburse employees; and (11) improper deductions of wages for housing.

“Releasees” means Defendant Batth Farms, Inc. and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its or their respective shareholders, officers, directors, supervisors, managers, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Class Claims and/or Released PAGA Claims.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$750,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00), subject to approval by the Court. The attorneys’ fees and costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Awards to Plaintiffs

Plaintiffs will seek the amounts of Ten Thousand Dollars and Zero Cents each (“Service Award(s)”) (total, \$40,000.00), in recognition of their services in connection with the Action. The Service Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Settlement Awards and Individual PAGA Payments that they are entitled to under the Settlement.

Plaintiffs will also seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to former deceased Plaintiff Juan Carlos Moreno Lopez for his services in connection with the Action. The Service Award to Juan Carlos Moreno Lopez will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Juan Carlos Moreno Lopez’s estate in addition to the Settlement Award and Individual PAGA Payment that Juan Carlos Moreno Lopez’s estate is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing requests for exclusion, written objections, and workweeks disputes, calculating Settlement Awards and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Settlement Award unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Releasees as described in Section III.D above.

If you are an Aggrieved Employee and the Court grants final approval of the Settlement, you will automatically be included

in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Releasees as described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A request for exclusion must: (a) contain the case name and number of the Action (*Ramon Huerta, et al. v. Batth Farms, Inc.*, Case Number 21CECG01833); (b) contain your full name, signature, address, telephone number, email address (if applicable), and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Notice Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion will not be issued a Settlement Award, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid request for exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a request for exclusion by submitting a written objection to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Ramon Huerta, et al. v. Batth Farms, Inc.*, Case Number 21CECG01833); (b) contain your full name, signature, address, telephone number, email address (if applicable), and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Notice Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 501 of the Fresno County Superior Court, located at B.F. Sisk Courthouse located at 1130 O Street, Fresno, California 93721, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the attorneys' fees and costs to Class Counsel, Service Awards to Plaintiffs and Service Award to Juan Carlos Moreno Lopez, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement

Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court. You may view the Settlement Agreement and other documents filed in the Action by visiting the Fresno County Superior Court website at <https://www.fresno.courts.ca.gov/>, navigating to Online Services, then Case Information, then Access Case Information, and entering the Case Number 21CECG01833.

You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [REDACTED], OR YOU MAY ALSO CONTACT CLASS COUNSEL.