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BARRIOS, and NORBERTO HUERTA-MARTINEZ on behalf of
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

**DECLARATION OF JASMINE Y. KIANFARD
IN SUPPORT OF PLAINTIFFS' MOTION
FOR 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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BARRIOS, and NORBERTO HUERTA-MARTINEZ on behalf of

10 themselves and all others similarly situated and aggrieved

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1 motions and pleadings, including dispositive and certification motions; strategized on all cases;
2 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
3 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
4 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
5 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
6 the cases he managed were highly publicized, with articles written about them in the Los Angeles
7 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
8 regularly honored him as a Southern California Rising Star since 2012.

9 4. Sage S. Stone is a Senior Trial Attorney and Team Lead at Blackstone Law, APC. He
10 received his law degree from University of Texas School of Law and was admitted to the California
11 State Bar in 2015. Mr. Stone has ten years of litigation experience, including six years of experience
12 in wage and hour class and representative action work. Before working at Blackstone Law, APC, he
13 worked at a large, international employment defense firm, where he managed cases for Fortune 500
14 companies. Most recently, he earned the accolade of Best Lawyers: Ones to Watch in America for
15 Labor and Employment Law.

16 5. Zachary T. Gershman is a highly skilled litigator who joined Blackstone Law, APC
17 from a reputable plaintiff-side employment law firm. He has been certified as class counsel in over
18 twenty-five different class and PAGA representative actions. Mr. Gershman graduated from the
19 University of Southern California Gould School of Law in May of 2019, where he was an Executive
20 Senior Editor of the Southern California Law Review. He received his Bachelor of Arts degree in
21 Political Science from the University of Connecticut in 2015. Mr. Gershman has been admitted to the
22 California State Bar since December 2019.

23 6. Alexandra Rose joined Blackstone Law, APC from a highly reputable employment law
24 firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree in
25 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to
26 the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in
27 2023. She is additionally licensed in all federal district courts of California. She manages the post-
28 settlement department at Blackstone Law, APC. In that capacity, she oversees and handles over 100

wage-and-hour putative class actions and/or representative actions under PAGA that are in settlement.

7. I joined Blackstone Law, APC from the Walt Disney Company. I received my Bachelor of Arts degree from California State University, Fullerton in 2015, my Master of Journalism from University of Southern California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale E. Fowler School of Law in 2021. I was admitted to the State Bar of California in 2023. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, conducting legal research, negotiating settlement terms, drafting pleadings, stipulations, memorandums of understanding, settlement agreements, and motion papers, and making court appearances.

8. Blackstone Law, APC has been counsel of record on several class action and PAGA actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

Procedural History of the Action

9. On October 7, 2020, Plaintiff Ramon Huerta (“Plaintiff Huerta”) provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Batth Farms, Inc. (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Notice”). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 2**.

10. On June 24, 2021, Plaintiff Huerta filed a Class Action Complaint in the action entitled *Ramon Huerta, et al. v. Batth Farms, Inc.*, Fresno County Superior Court, Case Number 21CECG01833 (“Action”), thereby commencing a putative class and PAGA action against Defendant.

11. On August 26, 2021, Plaintiff Huerta propounded written formal discovery onto Defendant (specifically, Form Interrogatories – General (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)).

12. On August 26, 2021, Defendant propounded written formal discovery onto Plaintiff Huerta (specifically, Requests for Production of Documents (Set One)). On September 29, 2021, Plaintiff Huerta served responses to Defendant’s Requests for Production of Documents (Set One).

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1 13. On February 4, 2022, Defendant served supplemental responses to Plaintiff Huerta's
2 Requests for Production of Documents (Set One). On February 7, 2022, Defendant served
3 supplemental responses to Plaintiff Huerta's Special Interrogatories (Set One).

4 14. On March 23, 2022, Class Counsel defended the deposition of Plaintiff Huerta.

5 15. On May 12, 2022, Defendant propounded written formal discovery onto Plaintiff
6 Feliciano Barrios ("Plaintiff Barrios") (specifically, Requests for Production of Documents (Set One)).
7 On December 5, 2022, Defendant propounded written formal discovery onto Plaintiffs Norberto
8 Huerta-Martinez ("Plaintiff Huerta-Martinez") and Juan Carlos Moreno Lopez ("Plaintiff Lopez")
9 (specifically, Requests for Production of Documents (Set One)).

10 16. On January 6, 2023, Plaintiff Barrios served responses to Defendant's Requests for
11 Production of Documents (Set One). On January 9, 2023, Plaintiff Huerta-Martinez served responses
12 to Defendant's Requests for Production of Documents (Set One).

13 17. On March 14, 2023, Plaintiffs filed a First Amended Class and Representative Action
14 Complaint in the Action, which added Plaintiff Antonio Diaz ("Plaintiff Diaz"), Plaintiff Barrios,
15 Plaintiff Lopez, and Plaintiff Huerta-Martinez as named plaintiffs.

16 18. On March 21, 2023, Defendant propounded written formal discovery onto Plaintiff
17 Barrios (specifically, Requests for Production of Documents (Set Two)). On March 31, 2023,
18 Defendant propounded written formal discovery onto Plaintiffs Huerta-Martinez and Lopez
19 (specifically, Requests for Production of Documents (Set Two)). On April 5, 2023, Defendant
20 propounded written formal discovery onto Plaintiffs Huerta-Martinez, Barrios, and Lopez
21 (specifically, Form Interrogatories – General (Set One) and Form Interrogatories – Employment Law
22 (Set One)).

23 19. On May 8, 2023, Defendant filed a Motion to Dismiss Plaintiffs' Class Action
24 Allegations ("Motion to Dismiss") and supporting documents.

25 20. On May 10, 2023, Plaintiffs Huerta-Martinez, Barrios, and Lopez served responses to
26 Defendant's Form Interrogatories – General (Set One) and Form Interrogatories – Employment Law
27 (Set One). On September 7, 2023, Defendant served responses to Plaintiff Barrios' Form
28 Interrogatories – General (Set One), Special Interrogatories (Set One), Requests for Admission (Set

One), and Requests for Production of Documents (Set One).

21. On September 9, 2023, Plaintiffs filed an Opposition to Defendant’s Motion to Dismiss and supporting documents. On September 21, 2023, the Court entered an Order, which denied Defendant’s Motion to Dismiss.

22. On January 27, 2024, Defendant propounded written formal discovery onto Plaintiffs Huerta-Martinez, Barrios, and Lopez (specifically, Form Interrogatories – General (Set One) and Form Interrogatories – Employment Law (Set One), re-served), and onto Plaintiff Diaz (specifically, Form Interrogatories – General (Set One) and Form Interrogatories – Employment Law (Set One)).

23. On August 1, 2024, Plaintiffs and Defendant (collectively, the “Parties”) participated in a formal mediation conducted by Hon. Raul A. Ramirez (Ret.), which did not result in a settlement.

24. On January 27, 2025, Defendant propounded written formal discovery onto Plaintiffs Huerta-Martinez, Barrios, Diaz, and Lopez (specifically, Requests for Admission (Set One)).

25. On January 28, 2025, Class Counsel took the deposition of Defendant’s PMK.

26. On March 3, 2025, Plaintiffs Huerta-Martinez, Barrios, Diaz, and Lopez served responses to Defendant’s Requests for Admission (Set One), Form Interrogatories – General (Set One), and Form Interrogatories – Employment Law (Set One).

27. On March 10, 2025, Defendant propounded written formal discovery onto all Plaintiffs (specifically, Form Interrogatories – General (Set Two) and Form Interrogatories – Employment Law (Set Two)).

28. On April 18, 2025, Plaintiffs propounded written formal discovery onto Defendant (specifically, Requests for Production of Documents (Set Two)). On the same date, Plaintiff Huerta served responses to Defendant’s Requests for Production of Documents (Set Two).

29. On May 7, 2025, Class Counsel defended the deposition of Plaintiff Lopez.

30. On May 14, 2025, Class Counsel defended the deposition of Plaintiff Diaz.

31. On June 11, 2025, Class Counsel took the deposition of a translator involved in a settlement campaign.

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32. 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”). A true and correct copy of the Amended PAGA Notice is attached hereto as **Exhibit 3**.

33. On August 29, 2025, Class Counsel defended the deposition of Plaintiff Barrios.

34. On September 26, 2025, Class Counsel took the deposition of a supervisor of Defendant.

35. On October 6, 2025, Parties participated in a formal mediation conducted by Monique Ngo-Bonnici, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

36. On May 13, 2026, the Parties executed the Settlement Agreement and Release (“Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 4**.

37. On September 16, 2026, Plaintiffs filed a Request for Dismissal of Plaintiff Juan Carlos Moreno Lopez Without Prejudice Pursuant to California Rules of Court, Rule 3.770 and supporting documents. During the course of this litigation, unfortunately, Plaintiff Lopez passed away.

38. On September 16, 2026, the Parties executed Amendment No. 1 to Settlement Agreement and Release (“Amendment No. 1”) (together, the Settlement Agreement and Amendment No. 1 are referred to as the “Settlement”). A true and correct copy of Amendment No. 1 is attached hereto as **Exhibit 5**.

39. On September 18, 2026, the Parties filed a Joint Stipulation to Amend Complaint; [Proposed] Order requesting leave for Plaintiffs file a Second Amended Class and Representative Complaint (“Operative Complaint”). The Operative Complaint alleges fourteen (14) 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 upon termination of employment and associated waiting-time penalties, provide accurate wage statements, reimburse

business expenses, 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 PAGA.

Summary of the Terms of the Settlement

40. For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, including the Released Employees” (“Class” or “Class Member(s)”). The Class Period is defined as the period from June 24, 2017 through December 31, 2025. The “Released Employees” are Class Members who also signed an individual “Settlement and Release Agreement” with Defendant between May 1, 2025 and January 31, 2026. Based on information provided by Defendant, as of October 6, 2025, it is estimated that there are a total of five hundred and sixty-nine (569) Class Members.

41. The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Two Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$2,250,000.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) the Prior Paid Amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) that was already paid to Class Members for *Pick-Up Stix* individual release agreements; (2) Class Counsel’s fees in the amount of one-third (1/3) of the Gross Settlement Amount (i.e., \$750,000.00 if the Gross Settlement Amount is \$2,250,000.00); (3) Class Counsel’s actual litigation costs and expenses, not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00); (4) Settlement Administration Costs, not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00); (5) Service Awards in the aggregate amount of Fifty Thousand Dollars and Zero Cents (\$40,000.00); and (6) PAGA Payment in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be One Million Eighty-Nine Thousand Dollars and Zero Cents (\$1,89,000.00). Additionally, 25% of the PAGA Payment, which is \$37,500.00 out of \$150,000.00, will be fully distributed to “all current and former hourly, non-exempt employees who worked for

1 Defendant in California any time during the PAGA Period” (“Aggrieved Employee(s)”). The “PAGA
2 Period” is defined as the period from April 20, 2020 through December 31, 2025.

3 42. The Net Settlement Amount will be distributed and paid to all Class Members who do
4 not submit a timely and valid request for exclusion (“Settlement Class Member(s)”) on a *pro rata* basis
5 based on their total number of workweeks worked for Defendant as hourly, non-exempt employees
6 during the Class Period. The *pro rata* share of the Net Settlement Amount that a Class Member may
7 be eligible to receive under the Class Settlement (“Settlement Award”) will be calculated by the
8 Settlement Administrator, in accordance with the Settlement Agreement.

9 43. The twenty-five percent (25%) portion of the PAGA Payment will be distributed and
10 paid to all Aggrieved Employees on a *pro rata* basis based on their total number of pay periods worked
11 for Defendant as hourly, non-exempt employees during the PAGA Period. The *pro rata* share of the
12 twenty-five percent (25%) portion of the PAGA Payment that an Aggrieved Employee may be eligible
13 to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the
14 Settlement Administrator, in accordance with the Settlement Agreement.

15 44. Each Settlement Award will be allocated as twenty percent (20%) wages and eighty
16 percent (80%) penalties and interest. The portion allocated to wages will be reported on an IRS Form
17 W-2 and the portions allocated to penalties and interest will be reported on an IRS Form 1099 (if
18 applicable) by the Settlement Administrator. The Settlement Administrator will withhold the
19 employee’s share of taxes and withholdings with respect to the wages portion of the Settlement Award,
20 resulting in a net payment to the Settlement Class Member. The employer’s share of taxes and
21 contributions in connection with the wages portion of Settlement Awards will be paid by Defendant
22 separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be
23 allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if
24 applicable) by the Settlement Administrator.

25 45. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
26 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Payment
27 will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the Settlement
28 Agreement. No money will revert to Defendant.

46. Each Settlement Award and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or Aggrieved Employee.

The Settlement is Reasonable

Informed Arms-Length Negotiations

47. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following a second full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

48. The Parties engaged in extensive formal and informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced a random sampling of putative class members' time and pay records as well as Defendant's relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. Defendant's relevant wage and hour policies are attached hereto as **Exhibit 6**. Based on a review of these policies, Class Counsel determined that these policies were applied uniformly throughout the Class. This determination was supported by multiple sources of evidence. First, Defendant's employee handbook, by its express terms, applies to "all employees" – a scope encompassing the entire Class. Second, the employee handbook acknowledgment form, signed by Class Members, confirms that each employee has "read its provisions and agree[s] to its contents and the procedures contained thereon." Third, the time and payroll records Defendant produced showed consistent patterns of alleged violations across the putative class period consistent with the application of a common set of policies and practices. Finally, Plaintiffs attested, based on their own employment experiences, that they directly observed their co-workers subjected to the same wage and hour practices, and that Defendant applied the same policies and practices to its hourly, non-exempt employees. Taken together, these multiple, independent bases led Class Counsel to conclude that

1 Defendant's employment policies were applied on a class-wide basis.

2 49. This allowed Class Counsel to conduct an informed assessment and analysis of the
3 strengths and weaknesses of the claims and the potential class-wide damages.

4 50. Based on the information exchanged, the Parties extensively briefed issues regarding
5 class certification and liability and provided their analyses to the Mediator who helped the Parties
6 debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing
7 and prepared to litigate this matter through class certification and trial if the Parties had been unable
8 to reach a favorable resolution.

9 ***Estimate of Potential Value of Claims***

10 51. Class Counsel analyzed all available data and estimated Defendant's maximum
11 potential exposure for the class claims to be approximately \$15,192,311, assuming the litigation was
12 successful at trial on all claims at issue and every employee had a violation for each claim on every
13 shift worked. This maximum potential analysis was then reduced based on the challenges facing the
14 likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate
15 is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks
16 during the relevant time period, less interest, and based on the analysis of the data which was
17 extrapolated out for all putative class members across the entire putative class period, which included:
18 \$3,362,739 for meal period violations; \$3,646,915 for rest period violations at a 100% violation rate;
19 \$708,960 for unpaid overtime wages; \$4,693,801 for unpaid minimum wages; \$271,426 for
20 unreimbursed business expenses; \$1,377,370 for unlawful rent deductions; \$354,000 for waiting time
21 penalties; and \$777,100 for wage statement penalties. Plaintiffs further estimated that Defendant faced
22 an additional exposure of \$1,485,100 in potential, non-stacked (i.e., one penalty, per employee, per
23 pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties,
24 Defendant's maximum potential exposure totaled \$16,677,411 in damages.

25 ***Specific Risks Considered***

26 52. Although the investigation and information discovered supports Plaintiffs' contentions,
27 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
28 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter

1 the Settlement.

2 53. Class Counsel are aware of Defendant's defenses and arguments and have also taken
3 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
4 inherent in such litigation, including those involved in class and/or representative adjudication.
5 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
6 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
7 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
8 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

9 54. Defendant denied and continues to deny any liability and wrongdoing of any kind
10 associated with the claims alleged in the Action, and further denies that class certification is
11 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
12 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiffs'
13 claims. Defendant contended that Plaintiffs' claims are not suitable for class certification because
14 individual issues would predominate should this case go to trial. As with all class actions, these
15 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
16 that the Court may deny class certification.

17 55. For example, Plaintiffs' meal period claims, which were based on Defendant's alleged
18 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
19 Plaintiffs' theory of liability for meal period violations was based on allegations that Defendant had
20 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
21 in the manner required under California law. Defendant contended that its policies and practices at all
22 times during the Class Period were lawful. Defendant further argued that the rate of purported meal
23 period violations reflected in the data would require individualized inquiry and that such inquiry would
24 prohibit a class from being certified. We also had to consider the risk that the Court would find validity
25 in the individualized proof defense to certification of Plaintiffs' meal period claim.

26 56. Additionally, a large portion of Defendant's overall liability lies in Plaintiffs' rest
27 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
28 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as

1 required under California law. Additionally, this claim was even more uncertain given the difficulties
2 associated with proving the alleged rest period violations, as Defendant was not required to record
3 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
4 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
5 requisite certainty, which made the estimated value of this claim subject to much challenge.

6 57. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
7 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
8 performed by the Class Members both before and after their shifts and during purported meal periods.
9 For example, it was reported that Defendant required employees to complete pre-shift tasks before
10 clocking in and post-shift tasks after clocking out. However, the individualized nature of why this
11 work was performed and the individualized nature of damages presented substantial concerns
12 regarding the manageability of the case and the risk the Court could find these issues prevented
13 certification, and the estimated damages for this claim were based on an assumption that all Class
14 Members worked off the clock for at least two hours per week during harvest and one hour per week
15 otherwise.

16 58. Although Plaintiffs believe the rent deduction claim added meaningful value to the
17 case, the claim also presented litigation risks that supported compromise. During litigation, Plaintiffs
18 discovered payroll records showing that Defendant deducted rent from employees' wages during the
19 relevant period, including recurring deductions reflected directly on employee pay records. Plaintiffs
20 contended these deductions were unlawful because Defendant did not produce voluntary written
21 agreements authorizing the deductions, despite Plaintiffs' requests for agreements with the putative
22 class. Defendant's records reflected rent deductions such as a \$450 deduction from Plaintiff Lopez's
23 semi-monthly paycheck, which Plaintiffs calculated as a \$900 monthly deduction, as well as rent
24 deductions from other employees' pay records. However, Defendant argued that some employees
25 who lived in employer-provided housing received a real housing benefit, that the deductions were
26 understood or accepted by those employees, or that individualized questions existed regarding each
27 employee's housing arrangement, rental amount, consent, and period of occupancy. In addition,
28 because the claim applied only to employees who were charged rent or housed by Defendant,

1 Defendant contended that it affected a narrower group than the broader timekeeping, meal period, rest
2 period, wage statement, and reimbursement claims. These risks did not eliminate the value of the
3 claim, particularly given the payroll records reflecting rent deductions and the absence of written
4 authorization documents produced in discovery, but they supported discounting the claim for
5 settlement purposes.

6 59. Plaintiffs also contended that Defendant failed to reimburse Plaintiffs and the other
7 Class Members for necessary business-related expenses, such as the purchase of personal protective
8 equipment, cell phones, and various farm tools and equipment for work-related purposes. Defendant
9 contended that it had a policy and practice of reimbursing employees for necessary business-related
10 expenses. Defendant further contended that, with respect to the alleged expenses for which Plaintiffs
11 and the other Class Members never requested reimbursement from Defendant, it did not know and had
12 no reason to know that alleged business-related expenses had been incurred. Defendant further
13 contended that the reason for why a Class Member undertook certain expenses, while not others, and
14 failed to receive reimbursement for certain expenses while not others, would raise individual issues
15 that could not be certified.

16 60. There are also substantial risks associated with Plaintiffs' waiting time penalties and
17 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
18 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
19 certification was denied on those underlying claims, these derivative claims for penalties would also
20 likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required
21 to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
22 violations. Wage statement claims have also seen varying treatment at the appellate level because
23 such claims have an element of discretion attached to them rather than a pure calculation of damages
24 after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion
25 of Defendant's estimated liability, were therefore uncertain.

26 61. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
27 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
28 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to

1 request and analyze thousands of pages of documents, contact additional Class Members, and obtain
2 declarations at great expense. Obtaining the cooperation of current employees would also be difficult,
3 given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other
4 hand, Defendant would likely be able to obtain the cooperation of its employees. Moreover, even if
5 Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any
6 recovery by the Class.

7 62. Class Counsel also separately contemplated the risks of proceeding with the PAGA
8 claims and potential liability Defendant could face from these claims as part of the global resolution.
9 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying
10 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
11 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
12 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
13 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
14 Class Counsel also anticipated Defendant would argue that the violations per pay period were low,
15 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
16 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
17 enforcement of California's labor laws by financing state activities and educating and deterring non-
18 compliance.

19 63. Accordingly, after considering this multitude of factors, we concluded that it was in the
20 best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and
21 to allocate One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) of the Gross Settlement
22 Amount towards the PAGA claims, which represents approximately 6.67% of the Gross Settlement
23 Amount. This percentage of the settlement is well-within the range of wage and hour settlements
24 regularly approved in both state and federal court for cases that include both a class and PAGA action.
25 Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims,
26 and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been
27 approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is
28 significant, not only from a monetary perspective, but also because it fulfills the public policy

objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by the employer.

64. Therefore, taking into account how each of the above risks potentially effected Plaintiffs’ ability to first obtain class certification, and then prove the underlying violations, the Court’s broad discretion in civil penalties, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant’s estimated liability based on the challenges facing their ability to succeed on class certification by 65% to \$5,837,094. The merits-based risk factors further reduced Defendant’s estimated liability by an additional 60%. This resulted in an adjusted estimated liability of \$2,334,838. In light thereof, the settlement amount of \$2,250,000 is a significant settlement.

65. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Service Awards

66. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Service Awards of Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs (total, \$40,000.00).

67. Plaintiffs also respectfully request that the Court approve a Service Award of Ten Thousand Dollars and Zero Cents (\$10,000.00) payable to the estate of Plaintiff Juan Carlos Moreno Lopez. Although Mr. Lopez unfortunately passed away during the course of this litigation, he contributed meaningfully to the prosecution of this case before his death. He participated as a named Plaintiff, responded to discovery, and sat for a deposition in Fresno on May 7, 2025, which lasted from 9:42 a.m. to 4:30 p.m. During that deposition, he answered extensive questions from Defendant’s counsel regarding his employment, job duties, schedules, pay, meal periods, rest periods, timekeeping, expenses, and the factual basis for his claims. That process required significant time, focus, and energy. A Service Award to his estate is fair because Mr. Lopez undertook the burdens and risks of representative litigation for the benefit of the Class and Aggrieved Employees, and his death should

not erase the value of the work he performed while serving in that representative role.

68. These Service Awards are eminently reasonable given the time and effort Plaintiffs spent on this case, and the benefit to the Class Members as a result of Plaintiffs' actions. Notice of the requested Service Awards, including the Service Award to deceased Plaintiff Lopez, are disclosed to the Class Members in the Class Notice.

Attorneys' Fees and Costs

69. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$750,000.00 if the Gross Settlement Amount is \$2,250,000) and actual litigation costs and expenses in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

70. To date, Blackstone Law, APC has spent approximately 750.90 total hours litigating this matter. To date, our total fees incurred amount to \$395,715. Each attorney who worked on this matter engaged in a multitude of tasks including communicating with the clients, co-counsel, and defense counsel, investigating the facts and researching applicable legal issues, drafting pleadings and formal and informal discovery requests, reviewing documents, preparing for and attending depositions, preparing for and attending mediation, and facilitating the settlement by negotiating the settlement documents and drafting documents for obtaining settlement approval. A summary of Blackstone Law, APC's current lodestar for each attorney who worked in this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>¹	<u>Total</u>
Jonathan M. Genish	Managing Partner	30.10	\$600	\$18,060
Sage S. Stone	Senior Counsel	362.40	\$550	\$199,320
Zachary T. Gershman	Senior Associate	324.50	\$500	\$162,250

¹ The hourly rates listed herein are not the hourly rates numerous courts throughout the State of California have approved Class Counsel at as Class Counsel's hourly rates are much higher. However, Class Counsel submits that the proposed hourly rates are reasonable and appropriate based on the rates previously approved for this firm in Fresno County, as adjusted to account for the passage of time since those approvals.

Alexandra Rose	Senior Associate	16.60	\$500	\$8,300
Jasmine Y. Kianfard	Associate	17.30	\$450	\$7,785

71. We expect to spend additional hours in connection with the settlement administration process, drafting the motion for final approval and supporting documents, preparing for and attending the Final Approval Hearing, and managing the settlement through its conclusion, including anticipated communications with defense counsel, co-counsel, the Settlement Administrator, our clients, and Class Members.

72. Attached hereto as **Exhibit 7** is a chart that sets forth in detail the nature of the legal services provided by attorneys at Blackstone Law, APC and the time incurred in performing those services. Blackstone Law, APC also had litigation support personnel actively engaged in assisting with the prosecution of this matter.

73. As of the date of this filing, Blackstone Law APC's actual litigation costs and expenses amount to Thirty-Seven Thousand Three Hundred Sixty-Six Dollars and Eighty-Three Cents (\$37,366.83). A true and correct itemized list of Blackstone Law APC's current litigation costs and expenses is attached hereto as **Exhibit 8**.

74. Plaintiffs also request approval of payment to The Sikh Coalition as a reasonable litigation cost for services that materially assisted counsel's investigation, communications, and case development. A significant portion of the affected workforce was Punjabi-speaking and Sikh, and counsel encountered substantial language, literacy, and cultural barriers when attempting to communicate with those workers about the case and investigate their experiences. The Sikh Coalition provided specialized support that ordinary litigation vendors could not adequately replace, including cultural-competency consulting, review and improvement of Punjabi-language communications, advice on readability and accessibility, voice-message support for Punjabi-speaking Class Members, and background guidance regarding community outreach and engagement. These services helped counsel communicate more effectively with a vulnerable worker population, improve the accuracy and accessibility of class communications, and obtain information relevant to the prosecution and settlement of the claims. The requested payment is supported by an itemized invoice for translation-

1 related services, voice memo recordings, legal consulting, and cultural-competency consulting,
2 totaling Eleven Thousand Five Hundred Dollars and Zero Cents (\$11,500). Under these
3 circumstances, the payment is reasonable because it compensates necessary litigation services that
4 advanced the case and helped protect the interests of Punjabi-speaking Sikh Class Members.

5 75. The effectiveness of Class Counsel's prosecution of this matter has translated into
6 tangible monetary benefits as follows: (1) Class Members, the State of California, and Aggrieved
7 Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting
8 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares
9 favorably with other similar class action settlements of this type, given the strengths and weaknesses
10 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only
11 increased significantly had the case progress through certification, trial, and/or upon appeal.

12 76. Class Counsel have litigated this matter for over five years and were actively preparing
13 this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature
14 of the legal services provided, the time incurred in performing those services, and Class Counsel's
15 hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought
16 by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class
17 Members in the Class Notice.

18 ***Notice to the Class***

19 77. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Settlement
20 Administrator") to handle the notice and settlement administration process. The Parties respectfully
21 request that the Court appoint ILYM to handle these procedures and to serve as the Settlement
22 Administrator. Defendant will provide ILYM with the Class List and ILYM will calculate each Class
23 Member's estimated Settlement Award and each Aggrieved Employee's estimated Individual PAGA
24 Payment. ILYM will also receive and process requests for exclusion, objections, and disputes; will
25 provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and
26 withholdings with respect to the wages portion of the Settlement Awards; will prepare and submit
27 informational and other tax filings and documents; will issue and transmit all payments provided for
28 by the Settlement, including, but not limited to, mailing Settlement Award checks to the Settlement

1 Class Members and Individual PAGA Payment checks to the Aggrieved Employees; and perform any
2 other usual and customary duties for administering a class action settlement.

3 78. I am not aware of an alternative method of providing notice to the Class which would
4 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
5 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable
6 method, skip tracing will be performed, if necessary.

7 ***Notice of Settlement to the LWDA***

8 79. In accordance with California Labor Code section 2699(s)(2), on September 18, 2026,
9 a copy of the proposed Settlement was submitted to the LWDA via online submission through the
10 LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached
11 hereto as **Exhibit 9**.

12 I declare under penalty of perjury under the laws of the State of California that the foregoing
13 is true and correct.

14 Executed on September 18, 2026, at Los Angeles, California.

15 /s/ Jasmine Y. Kianfard
16 Jasmine Y. Kianfard
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EXHIBIT 1

- *Ingrid Ruano v. Box Express Manufacturing*, Los Angeles County Superior Court, Case No. 23STCV17209, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Lakeysha Vaughn, et al. v. Den-Mat Holdings, LLC, et al.*, Santa Barbara County Superior Court, Case No. 24CV01042, approved as counsel in final settlement of wage and hour class action.
- *Carla Recinos Castillo, et al. v. Radiant Services Corp., et al.*, Los Angeles County Superior Court, Case No. 22STCV37683, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Eduardo Venegas v. Ionis Pharmaceuticals, Inc.*, Los Angeles County Superior Court, Case 24STCV12702, approved as counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Marissa Riemann v. Quantum Design, Inc., et al.*, San Diego County Superior Court, Case No. 24CU009870C, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jossue Morentin, et al. v. Andros Engineering Corporation*, Kern County Superior Court, Case No. BCV-25-101034, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Urbano Zavala Lopez v. Food for Life*, Riverside County Superior Court, Case No. CVRI2305901, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Demaris Masadas v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure*, Orange County Superior Court, Case No. 30-2023-01354556-CU-OE-CXC, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court, Case No. 24STCV07567, approved as counsel in final settlement of wage and hour class

and PAGA action.

- *Frank Breckenridge v. Pacific Material Handling Solutions, Inc.*, Alameda County Superior Court, Case No. 24CV070227, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gina Harris v. Arhaus, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV24656, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.*, Los Angeles County Superior Court, Case No. 24STCV16050, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group, et al.*, Santa Barbara County Superior Court, Case No. 24CV03582, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gabriela Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court, Case No. BCV-23-104255, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Roman Ramirez Gallegos, et al. v. Dolex Dollar Express, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21872, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Ismael Mercado, et al. v. Natural Alternatives International, Inc.*, San Diego County Superior Court, Case No. 37-2023-00052115-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcella Holmes, et al. v. Pacifica Hotel Company*, San Luis Obispo County Superior Court, Case No. 23CV-0681, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Pereira, et al. v. L.N. Curtis and Sons*, Alameda County Superior Court, Case

No. 24CV101859, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Dillan Burghart, et al. v. Watermark Services, IV, LLC*, Alameda County Superior Court, Case No. 23CV035212, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court, Case No. 24CV087209, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cesar Ibarra v. Leuen, Inc. dba The Original Pantry Café*, Los Angeles County Superior Court, Case No. 23STCV017182, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sharon Baker v. OPARC*, Los Angeles County Superior Court, Case No. 24STCV11229, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Basilía Villa Magaña v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Monique Duong v. Boardwalk IG Management, LLC*, Orange County Superior Court, Case No. 30-2023-01334565-CU-OE-CXC, approved as counsel in final settlement of wage and hour class action.
- *Peter J. Gutierrez v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV26851, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Steve Robles v. Avery Products Corporation*, Orange County Superior Court, Case

No. 30-2024-01390483-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No. 23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.

- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior

Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court,

Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior

Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.

- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and

hour class and PAGA action.

- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative

wage and hour action pursuant to PAGA.

- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other

counsel, in final settlement of wage and hour class and PAGA action.

- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No.

21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

October 7, 2020

PAGA NOTICE AND PAGA FILING FEE
FILED ELECTRONICALLY

Employer: Batth Farms, Inc.
5434 W. Kamm Ave.
Caruthers, California 93609

Re: Notice Letter of Ramon Huerta on Behalf of Himself and
Aggrieved Employees Under California Labor section 2699.3

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee made payable to the California Labor and Workforce Development Agency for the PAGA Notice was mailed along with a copy of this PAGA Notice to the Department of Industrial Relations at the above-listed mailing address.

This PAGA Notice concerns Ramon Huerta’s (“Employee”) employment with Employee’s former employer: Batth Farms, Inc. (“Employer”). Employee was employed as a non-exempt employee of Employer, with duties that included, but were not limited to, spraying almonds, spraying almond seeds, driving shaker machines, scraping almond grounds, pruning, other agricultural tasks, and preparing agricultural products for market and/or distribution from approximately July of 2018 and through approximately August of 2020. Other aggrieved employees that Employee seeks to represent are all other non-exempt employees of Employer. In connection with the alleged claims for restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks

after clocking out, to work through meal periods, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, piece-rate compensation, and other forms of remuneration, including shift differential pay, into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to work through meal periods, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting time pay; failing to pay split shift premiums, failing to pay for rest and recovery time as well as other non-productive time. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 1197 and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges,

that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods in the shade as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

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As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; a separate line item for rest and recovery time and other non-productive time, and other such information as required by Labor Code section 226, subdivision (a) and 226.2. Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

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Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, including, without limitation, wrenches, pruning scissors, knife files, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, *et seq.* Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated

Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

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California Labor and Workforce Development Agency
October 7, 2020
Page 7

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Diego Aviles
Diego Aviles

cc: Batth Farms, Inc. (via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT 3



David D. Bibiyan
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July 11, 2025

FIRST AMENDED PAGA NOTICE
FILED ELECTRONICALLY

Employer: Batth Farms, Inc.
5434 W. Kamm Ave.
Caruthers, California 93609

Re: *Notice Letter of Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez on Behalf of Themselves and Aggrieved Employees Under California Labor section 2699.3*

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”).

This First Amdedned PAGA Notice concerns Ramon Huerta’s (“Mr. Huerta”), Antonio Diaz’s (“Mr. Diaz”), Feliciano Bernabe Barrios’s (“Mr. Barrios”), Juan Carlos Moreno Lopez’s (“Mr. Lopez”), and Norberto Huerta-Martinez’s (“Mr. Huerta-Martinez”), (“Employees”) employment with Employees’ former employer: Batth Farms, Inc.

In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employees seek to represent all employees of Batth Farms, Inc., as well as its parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”) whether directly hired by Batth Farms, Inc. or placed to work at or for Batth Farms, Inc. by any staffing agency or entity, and/or farm labor contractor. On all other claims mentioned herein, Employees seek to represent only non-exempt employees of Employer, to the fullest extent permitted by law.

Mr. Huerta was employed as a non-exempt employee of Employer from approximately July of 2018 and through approximately August of 2020 with duties that included, but were not limited to, spraying almonds, spraying almond seeds, driving shaker machines, scraping almond grounds, pruning, other agricultural tasks, and preparing agricultural products for market and/or distribution.

Mr. Diaz was employed as a non-exempt employee of Employer from approximately February of 2008 and through approximately February of 2021 with duties that included, but were not limited to, spraying almonds, spraying almond seeds, driving shaker machines, scraping almond grounds, pruning, other agricultural tasks, and preparing agricultural products for market and/or distribution.

Mr. Barrios was employed as a non-exempt employee of Employer from approximately 2003 and through approximately January of 2021 with duties that included, but were not limited to, spraying almonds, spraying almond seeds, driving shaker machines, scraping almond grounds, pruning, other agricultural tasks, and preparing agricultural products for market and/or distribution.

Mr. Lopez was employed as a non-exempt employee of Employer from approximately March of 2018 and through approximately February of 2021 with duties that included, but were not limited to, spraying almonds, spraying almond seeds, driving shaker machines, scraping almond grounds, pruning, other agricultural tasks, and preparing agricultural products for market and/or distribution.

Mr. Huerta-Martinez was employed as a non-exempt employee of Employer from approximately August of 2017 and through approximately October of 2021 with duties that included, but were not limited to, spraying almonds, spraying almond seeds, driving shaker machines, scraping almond grounds, pruning, other agricultural tasks, and preparing agricultural products for market and/or distribution.

Employer Failed to Pay Employees and Other Aggrieved Employees All Overtime Wages Owed

Employees and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employees are informed and believe and based thereon allege that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to work through meal periods, to work through rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, and to make phone calls or drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, piece-rate compensation, and other forms of remuneration, including shift differential pay, into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight

pay instead of overtime pay to the detriment of Employees and other aggrieved employees. Consequently, Employees are informed and believe, and based thereon allege that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employees and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employer Failed to Pay Employees and Other Aggrieved Employees All Wages Owed

Employees are informed and believe and based thereon allege that Employer had and has a practice or policy of failing to compensate Employees and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to work through meal periods, to work through rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting time pay; failing to pay split shift premiums, failing to pay for rest and recovery time as well as other non-productive time. Employees are informed and believe and thereupon allege that, Employer, who provided rental housing to Employees and other aggrieved employees, deducted rent from Employees' and other aggrieved employees' wages in excess of the amounts allowed in all applicable wage orders, including Wage Order 14. As such, Employees are informed and believe and based thereon allege that Employer violated, without limitation, Labor Code section 1197 and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employees and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employer Failed to Provide Employees and Other Aggrieved Employees With Compliant Meal Periods

Employees are informed and believe and based thereon allege that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without providing uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employees are informed and believe and based thereon allege that Employer violated Labor Code section 512, entitling Employees and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employees are

informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employer Failed to Authorize and Permit Employees and Other Aggrieved Employees With Compliant Rest Periods

Employees are informed and believe and based thereon allege that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employees and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employees are informed and believe and based thereon allege that Employees and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employer Failed to Provide Compliant Cooldown Breaks, An Area to Take Cooldown Breaks and Clean, Potable Water

Employees are informed and believe and based thereon allege that Employer maintains policies or practices of failing to permit Employees and other aggrieved employees from taking cooldown rest periods in the shade as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. Employer also failed to provide Employees and other aggrieved employees with clean, potable water. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

Employer Failed to Maintain Accurate Records and Failed to Provide Them Upon Request

In addition to the above, Employees are informed and believe, and based thereon allege that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employees and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employees and other aggrieved employees upon request. This would entitle Employees and other aggrieved employees to penalties

prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employer Failed to Provide Accurate, Itemized Wage Statements

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employees are informed and believe and based thereon allege that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; a separate line item for rest and recovery time and other non-productive time, and other such information as required by Labor Code section 226, subdivision (a) and 226.2. Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employees and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. In addition, Employer failed to provide Employees and the other aggrieved employees with wage statements that contained Employer's complete contact information, thus making it more difficult for Employees and other aggrieved employees to quickly ascertain where Employer's headquarters or mailing address was located. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employees and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employer Failed to Pay Employees and Other Aggrieved Employees All Wages Owed Upon Termination

Employees are informed and believe and based thereon allege that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employees and other terminated, or resigned, aggrieved employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employer Failed to Provide Employees and Other Aggrieved Employees With Required Notices Under Labor Code Section 2810.5

Employees are further informed and believe, and based thereon allege that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employees and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular

payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employees are informed and believe that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employer Failed to Reimburse Employees and Other Aggrieved Employees All Necessary Business Expenses They Incurred

Employees are informed and believe, and based thereon allege that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employees and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, including, without limitation, wrenches, pruning scissors, knife files, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employees and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employer Failed to Pay Employees and Other Aggrieved Employees Wages On Time

Employees are informed and believe, and based thereon allege that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Employees are informed and believe and based thereon allege that Employer did not and do not pay Employees and other aggrieved employees in accordance with Labor Code Section 204. As such, Employees are informed and believe, and based thereon allege that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employer Failed to Provide Employees and Other Aggrieved Employees With Adequate Sanitation Facilities.

Employees are informed and believe and based thereon allege that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employer Unlawfully Deducted the Wages of Employees and Other Aggrieved Employees in Violation of Labor Code Section 221

Employees are further informed and believe and based thereon allege that Employer had and has a practice or policy of illegally and improperly deducting wages from aggrieved employees' paychecks for housing in an amount exceeding the allowable limit by all applicable wage orders. Employer would automatically and directly deduct such wages from employee paycheck's for the payment of housing provided by Employer. Not only does such deduction of wages from employee paychecks violate Labor Code Section 221, but the amount deducted from employee paychecks greatly exceeds the amount allowable by all applicable wage orders. As such, Employees are informed and believe and based thereon allege that Employer violated, without limitation, Labor Code Sections 221 and 1198 entitling Employees and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code Section 2699.

Conclusion

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employees may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Rafael Yedoyan
Rafael Yedoyan

cc: Batth Farms, Inc. (via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT 4

SETTLEMENT AGREEMENT AND RELEASE

1. This Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez (“Plaintiffs”), on behalf of themselves and all other similarly-situated persons who worked for Defendant Batth Farms, Inc. (“Defendant”) in the State of California and the State of California, subject to the approval of the Court. Plaintiffs and Defendant are collectively referred to as the “Parties.”

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. “Action” means the action *Ramon Huerta, et al. v. Batth Farms, Inc.*, Superior Court of California, County of Fresno, Case Number 21CECG01833.

b. “Aggrieved Employees” means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the PAGA Period.

c. “Class” or “Class Members” 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.

d. “Class Counsel” means Bibiyan Law Group, P.C. and Blackstone Law, APC.

e. “Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel actually incurred in connection with this Action, which are currently estimated at One Hundred Thousand Dollars and Zero Cents (\$100,000.00), including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures.

f. “Class List” means a list of Class Members that Defendant will compile from its records. The Class List shall include: each Class Member’s full name; last known address; last known email address; last known telephone number; Social Security number; the total number of workweeks that each Class Member worked in the State of California during the Class Period; and the total number of pay periods that each Aggrieved Employee worked in the State of California during the PAGA Period.

g. “Class Period” means any time between June 24, 2017 and December 31, 2025, or the Preliminary Approval Date, whichever is earlier.

h. “Court” means the Superior Court of California, County of Fresno.

i. “Defendant” means Batth Farms, Inc.

j. “Defendant’s Counsel” means Sagaser, Watkins & Wieland, PC.

k. “Effective Date” means the date of the later of (a) if there are no objections

submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the settlement, or (b) if there are objections to the settlement, thirty-five (35) calendar days after the Court enters a final approval order and judgment approving the settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's final approval order approving the settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief.

l. "Fee Award" means the award of attorneys' fees that the Court authorizes to be paid to Class Counsel for the services they rendered for the work they performed in the Action. Class Counsel will not seek more than one-third (1/3) of the Gross Settlement Amount as their Fee Award.

m. "Final" shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the award of attorneys' fees, attorneys' costs, or any Service Award shall not by itself in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming "Effective."

n. "Final Approval Order" means the Court's Final Approval Order approving the Settlement and entering judgment.

o. "Final Approval Hearing" means the hearing to be held by the Court to consider the Final Approval Order of the Settlement.

p. "Gross Settlement Amount" means the non-reversionary total amount that Defendant shall pay in connection with this Settlement, including any interest earned on such funds, in exchange for the release of the Settlement Class Members' and Aggrieved Employees' released claims. The Gross Settlement Amount is the gross sum of Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000.00), plus any amounts paid pursuant to the Escalator Clause in Section 24.b below, and any interest. The Gross Settlement Amount includes: (a) all Settlement Awards to Settlement Class Members; (b) PAGA Payment; (c) Service Awards; (d) verified attorneys' fees and costs to Class Counsel, and (e) Settlement Administration Costs to the Settlement Administrator. Except for the Defendant's employer's portion of payroll taxes on Settlement Awards to Class Members ("Defendant's Payroll Taxes"), the Parties agree that Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendant's Payroll Taxes, and unless escalated pursuant to the Escalator Clause. There will be no reversion. The Gross Settlement Amount includes the One Hundred Thousand Dollars (\$100,000.00) ("Prior Paid Amount") in settlement payments that were already made to putative class members via the *Pick Up Stix* releases obtained by Defendant.

q. "Individual PAGA Payment(s)" means the payment that each Aggrieved

Employee shall be entitled to receive pursuant to the terms of this Agreement.

r. “LWDA Payment” means the amount of One Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$112,500.00), i.e., 75% of the PAGA Payment to be paid to the Labor and Workforce Development Agency (“LWDA”).

s. “Net Settlement Amount” means the Gross Settlement Amount less: (i) Service Awards; (ii) Fee Award; (iii) Class Counsel’s Costs; (iv) Settlement Administration Costs; (v) PAGA Payment; and (vi) Prior Paid Amount. The Parties acknowledge that all of these amounts, other than the Prior Paid Amount, are subject to the Court’s approval.

t. “Notice Deadline” means the date sixty (60) days after the Settlement Notice is initially mailed to the Class. Class Members shall have until the Notice Deadline to object to, or opt-out of, the Settlement or dispute their workweeks and/or pay periods.

u. “PAGA Payment” means One Hundred Fifty Thousand Dollars (\$150,000) in civil penalties under the Private Attorneys’ General Act (“PAGA”).

v. “PAGA Period” means any time between April 20, 2020 and December 31, 2025, or the Preliminary Approval Date, whichever is earlier.

w. “Parties” means the parties to this Agreement: Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez and Defendant Batth Farms, Inc.

x. “Plaintiff(s)” means Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez.

y. “Preliminary Approval Order” means the Court’s Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

z. “Qualified Settlement Fund” means a qualified settlement fund under Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose of administering this Settlement.

aa. “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.

bb. “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.

cc. “Service Award(s)” means the payments to Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez for their efforts in bringing and prosecuting this matter. The Service Awards will not exceed the following amount per individual named Plaintiff: Ten Thousand Dollars (\$10,000.00) each for Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez.

dd. “Settlement Administrator” means ILYM Group, Inc., the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

ee. “Settlement Administration Costs” refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice and Settlement Awards, which are estimated to be Eleven Thousand Dollars and Zero Cents (\$11,000.00).

ff. “Settlement Award(s)” means the payment that each Settlement Class Member shall be entitled to receive pursuant to the terms of this Agreement.

gg. “Settlement Class” or “Settlement Class Members” means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, excluding any opt-outs.

hh. “Settlement Notice” means the Notice of Class Action Settlement substantially in the form as **Exhibit A** attached hereto, or as approved by the Court.

RECITALS

3. On October 7, 2020, Plaintiff Ramon Huerta provided written notice to the LWDA of his intent to pursue claims under PAGA § 2699 (“PAGA Notice”). Plaintiff Ramon Huerta subsequently filed his PAGA action on June 24, 2021, asserting claims under the PAGA arising from Defendant’s alleged violations of the California Labor Code. Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez filed a First Amended Complaint on March 14, 2023, to assert claims on behalf of a class against Defendant for its alleged violations of the California Labor Code. Defendant filed its answers on August 26, 2021, and May 2, 2023, denying Plaintiffs’ allegations. On July 23, 2025, Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez 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”).

4. Through the Action, Plaintiffs allege that Defendant violated the wage and hour laws of California by failing to pay Class Members and Aggrieved Employees earned wages and failing to provide legally compliant meal and rest periods. On this basis, Plaintiffs brought claims against Defendant for unpaid minimum wages and overtime wages, failure to provide meal and rest periods, waiting time penalties, inaccurate wage statements, failure to indemnify, failure to pay final wages, failure to maintain records, unfair competition, and civil penalties under the PAGA.

5. On October 6, 2025, the Parties conducted a full day mediation session which was remotely held before employment mediator Monique Ngo-Bonnici. The mediation session was successful, and the Parties reached a settlement pursuant to a mediator’s proposal on October 6, 2025, under the terms provided in the instant Settlement Agreement.

6. Defendant represents that 355 of 569 Class Members signed a Settlement and Release Agreement with Defendant between the dates of between May 1, 2025 and January 31, 2026, covering all but 7,125 workweeks for that period for the Class. Defendant further represents that, pursuant to these Settlement and Release Agreements, Defendant has compensated signatory

Class Members with an aggregate total of One Hundred Eight Thousand Seven Hundred Forty-Three Dollars and Zero Cents (\$108,743.00).

7. The Parties agree that Plaintiffs will file a Second Amended Class and Representative Action Complaint (“Operative Complaint”) to add a rent deduction claim.

8. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Plaintiffs have considered: (a) the facts developed during pre-mediation, informal discovery and the Parties’ mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiffs have concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of Plaintiffs and the Settlement Class (as defined above) to settle their claims against Defendant pursuant to the terms set forth herein.

9. Defendant denies the allegations in the Action and denies any and all liability, including any liability for alleged failure to pay overtime compensation, failure to provide meal or rest periods, failure to pay at least minimum wages for all time worked, failure to provide complaint cooldown breaks, failure to maintain accurate records, failure to provide employees with required notices, failure to reimburse employees, improper deductions of wages for housing or any alleged wage payment, wage and hour or similar violation. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Releasees (as defined above) of any fault, liability or wrongdoing, which Defendant expressly denies.

10. The Parties recognize that notice to the Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it, the Settlement becomes Final and the Settlement Effective Date occurs.

11. The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing class certification pursuant to Cal. Civ. Code Proc. § 382 are met. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification would be appropriate in a non-settlement context. Defendant denies that class action treatment is appropriate in the litigation context or for trial.

12. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that Plaintiffs’, the Settlement Class’, and the Aggrieved Employees’ claims as described herein against Defendant shall be settled and compromised on the merits, and that the Plaintiffs’, the Settlement Class’, and the Aggrieved Employees’ released claims herein shall be finally and fully compromised and settled as to the Defendant and Releasees, in the manner and upon the terms and conditions set forth below.

RELEASES

13. Bath Farms, Inc. agrees to pay the Gross Settlement Amount as set forth in this Settlement Agreement, and in exchange for such consideration, Plaintiffs, Settlement Class Members, and Aggrieved Employees agree to release all claims as set forth herein as applicable.

14. **Settlement Class Members' Released 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 this Settlement Agreement, Plaintiffs and all Settlement Class Members shall and hereby do release and discharge all Releasees, finally and forever, from 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 (collectively, "Released Class Claims"). 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.

15. **Releases of PAGA 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 this Settlement Agreement, Plaintiffs, on behalf of the State of California, and the Aggrieved Employees shall release the Releasees from 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 Plaintiff's 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 (collectively, "Released PAGA Claims"). The Parties agree that there shall be no right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the release of PAGA claims.

16. **Plaintiffs' Released Claims.** In addition to the Released Class Claims and Released PAGA Claims, in the event a Service Award is approved and awarded to Plaintiffs, Plaintiffs, upon the Effective Date and full funding of the Gross Settlement Amount, in consideration of the Service Award shall and hereby does release and discharge Defendant, finally, forever, from unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum, straight time, or overtime wages, premium pay, business

expenses, other damages and/or unpaid wages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief, and, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the claims released herein pursuant to Section 1542 of the California Civil Code, which provides as follows:

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.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

17. The Parties agree to the following procedures for obtaining preliminary approval of the Settlement, certifying the Class, and notifying the Class of this Settlement:

- a. **Request for Class Certification and Preliminary Approval Order.** Plaintiffs shall file an unopposed motion for preliminary approval of the Settlement Agreement, requesting that the Court certify the Class pursuant to Cal. Civ. Code Proc. § 382 for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Plaintiffs' motion for final approval of the Settlement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administration Costs; and set a date for the Final Approval Hearing.
- b. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Class Members. The Settlement Administrator will also create a website, or use a portion of its existing website, for the Settlement, which will allow Class Members to view the Settlement Notice (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant's Counsel with a preview of the proposed website. Class Counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free call center to field telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award and Individual PAGA Payment checks.
- c. Within fourteen (14) days after the entry of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator and Class Counsel

the Class List, an electronic database containing the names, last known addresses, last known telephone numbers (if any), last known email addresses (if any), social security numbers or tax ID numbers of each Class Member and Aggrieved Employee, along with: (1) the total number of workweeks that each Class Member worked for Defendant in California during the Class Period; (2) the total number of pay periods that each Aggrieved Employee worked for Defendant in California during the PAGA Period.

- d. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.
- e. Within ten (10) business days after receiving the contact information for the Class Members and Aggrieved Employees, the Settlement Administrator shall mail and email (if email addresses are available) the agreed-upon and Court-approved Settlement Notice to Class Members and Aggrieved Employees. The Settlement Administrator shall provide notice to Class Counsel and Defendant's Counsel that the Settlement Notice has been mailed.
- f. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly 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, and shall re-mail the Settlement Notice. In no circumstance shall such re-mailing extend the Notice Deadline.
- g. Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report showing: (i) the names of Class Members and Aggrieved Employees; (ii) the Settlement Awards owed to each Class Member and Individual PAGA Payments owed to each Aggrieved Employee; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Settlement Notices. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Settlement Class Members and Aggrieved Employees, the average recovery per Class Member who does not request exclusion, the median recovery per Class Member who does not request exclusion, the largest and smallest amounts paid to Class Members who do not request exclusion, and the number and value of checks not cashed.
- h. Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Defendant will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.

- i. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

18. **Disputes Regarding Workweeks.** To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in the Class Member's Settlement Notice, such Class Members may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. The deadline for Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline). Unless the Class Member presents convincing evidence proving they worked more workweeks than shown by Defendant's records, their Settlement Award will be determined based on Defendant's records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Class Member of the decision.

19. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Deadline, submit a written statement to the Settlement Administrator objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the objector or their representative, and must include the objector's full name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Class Members that objections shall only be considered if the Class Member has not opted out of the Settlement. The postmark date of mailing to Class Counsel and Defendant's Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark dates will control. Settlement Class Members may also appear at the Final Approval Hearing and present their objection orally regardless of whether they have submitted a written objection. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the Settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

20. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members, other than Plaintiffs, who wish to exclude themselves from the Settlement ("opt out") must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member's full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member or their representative. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement.

21. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Class

Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

22. **Final Approval Hearing.** Class Counsel will be responsible for drafting the unopposed motion for final approval of the Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administration Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defendant's Counsel a copy of a draft unopposed motion for final approval of the Settlement Agreement. Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Action and Class as a class action Cal. Civ. Code Proc. § 382 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as a fair, reasonable and adequate;
- d. approving the PAGA Payment;
- e. approving the payments of the Service Awards to Plaintiffs;
- f. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- g. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement; and
- h. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

23. **Post Judgment Report.** At the conclusion of the 180-day check cashing period, and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Settlement Class Members and Aggrieved Employees, Class Counsel shall submit a post-judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

SETTLEMENT FUNDS AND AWARD CALCULATION

24. **Gross Settlement Amount.**

- a. **Funding of Settlement.** As consideration for the releases set forth in this Settlement, Defendant shall pay the Gross Settlement Amount, along with the Employer Taxes, less the Prior Paid Amount, into the Settlement Administrator's interest-bearing Qualified Settlement Fund within thirty (30) days after entry of the Final Approval Order.
 - i. Only the Settlement Administrator shall have access to the Qualified Settlement Fund. Defendant shall not have access to the Gross Settlement Amount, or to any earned interest, once those funds are

deposited into the interest-bearing Qualified Settlement Fund. The Gross Settlement Amount is fully non-reversionary.

- b. **Distribution of Settlement.** No later than five (5) business days of the full funding of the Gross Settlement Amount and Effective Date, the Settlement Administrator will distribute the Settlement Awards to Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, Fee Award and Class Counsel's Costs to Class Counsel, Service Awards to Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.
- c. **Escalator Clause.**
 - i. Defendant represents that there are no more than 50,269 workweeks from June 24, 2017 through October 6, 2025. In the event the number of workweeks during the Class Period increases by more than 10%, or 5,027 workweeks, then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 55,296 multiplied by the workweek value. The workweek value shall be calculated by dividing the Gross Settlement Amount by 50,269. The Parties agree that the workweek value amounts to \$44.76 per workweek (\$2,250,000/ 50,269 workweeks). Thus, for example, should there be 60,000 workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$210,551.04 (4,704 workweek x \$44.76 /workweek).

Disbursement by Settlement Administrator. All disbursements shall be made from the Qualified Settlement Fund after the Court issues an order granting final approval of the Settlement. The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund.

25. **Payments.** Subject to the Court's Final Approval Order, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

- a. **Service Awards to Plaintiffs.** Subject to the Court's approval, Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez shall each receive Ten Thousand Dollars (\$10,000.00) (totaling \$50,000 between all five named Plaintiffs) and their efforts in bringing and prosecuting this matter. The Qualified Settlement Fund shall issue an IRS Form 1099 for these payments. If the Court approves Service Awards in amounts less than what Plaintiffs request, the reduction in the Service Awards shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Awards in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective.
 - i. Execution by Deceased Plaintiff: Because Juan Carlos Moreno Lopez is now deceased, execution of the Settlement Agreement shall be either a

signature by an authorized individual of his estate or a dismissal of Juan Carlos Moreno Lopez as a class representative.

b. **Attorney Fee Awards and Costs.**

- i. Subject to the Court's approval, Class Counsel shall receive a Fee Award in an amount up to one-third (1/3) of the Gross Settlement Amount subject to any increase pursuant to the Escalator Clause in Section 25.b. The Fee Award will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, and making sure that the Settlement is fairly administered and implemented.
- ii. Subject to the Court's approval, Class Counsel shall also receive reimbursement of Class Counsels' Costs not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00).
- iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the PAGA Payment in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) from the Gross Settlement Amount will be paid in settlement of all representative claims brought in the Action by or on behalf of Plaintiffs and the Aggrieved Employees under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%), or One Hundred Twelve Thousand Five Hundred Dollars (\$112,500.00), of this sum will be paid to the LWDA (i.e., the LWDA Payment) and Twenty-Five Percent (25%), or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), will be allocated to the Aggrieved Employees (i.e., the Individual PAGA Payments).

d. **Settlement Administration Costs.** Settlement Administration Costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

e. **Settlement Awards to Settlement Class Members.**

- i. Any Settlement Award check that is returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail.

26. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Plaintiffs, Defendant, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

27. **Settlement Award Eligibility.** All Settlement Class Members and Aggrieved Employees shall be paid a Settlement Award from the Net Settlement Amount and/or from the PAGA Payment, respectively.

28. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting final approval, and any judgment the Court ultimately enters in the Action. Any such Settlement Class Member's rights to pursue any of the Released Class Claims (as defined in this Settlement Agreement) will be extinguished.

29. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Settlement Class Member and the Individual PAGA Payment to each Aggrieved Employee based on the below formulas:

- a. Settlement Class Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:
 - i. When calculating the individual Settlement Awards to Settlement Class Members following final approval (for purposes of preparing Settlement Award checks), the Settlement Administrator will not include Class Members who validly request exclusion from the Settlement.
 - ii. The Net Settlement Amount will be divided by the total number of workweeks worked by the Settlement Class Members as hourly paid, non-exempt employees for Defendant during the Class Period multiplied by the number of individual workweeks worked by the Settlement Class Member.
- b. Aggrieved Employees shall also receive a *pro rata* portion of 25% of the PAGA Payment. Class Members who validly request exclusion but are also Aggrieved Employees from the Settlement will receive a *pro rata* portion of 25% of the PAGA Payment. These payments shall be made as follows:
 - i. The 25% portion of the PAGA Payment will be divided by the total number of pay periods worked by the Aggrieved Employees as hourly paid, non-exempt employees for Defendant during the PAGA Period and multiplied by the individual pay periods worked by the Aggrieved Employee.

30. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the Class Member is expected to receive assuming full participation of all Settlement Class Members.

31. All Settlement Award determinations shall be based on Defendant's timekeeping, payroll, and/or other records. For purposes of Section 29, a partial workweek or pay period during which the start date or end date of the Class Period or PAGA Period falls shall count as one workweek or one pay period, respectively. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

32. **Settlement Award Allocations.** Twenty percent (20%) of each Settlement Award shall be allocated as wages, eighty percent (80%) of each Settlement Award shall be allocated as interest and penalties. Settlement Awards will be paid out to Settlement Class Members subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Settlement Awards, for which Settlement Class Members shall be issued an IRS Form W-2. Settlement Class Members will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties, and interest. Defendant shall pay the employer's share of all required FICA and FUTA taxes on the wage portions of the Settlement Awards. The Settlement Administrator shall calculate the employer's share of taxes and provide Defendant with the total employer tax contributions within the time limits prescribed by Sections 25.a.i-ii. Defendant shall deposit the calculated employer tax contributions into the Qualified Settlement Fund pursuant to Section 25.a.i-ii. Amounts withheld will be remitted by the Settlement Administrator from the Qualified Settlement Fund to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported by the Settlement Administrator on Form 1099 (if applicable).

33. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

34. All Settlement Award and Individual PAGA Payment checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time.

- a. At the conclusion of the 180 day check cashing deadline, Settlement Class Members who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Released Class Claims and Aggrieved Employees who have not cashed their Individual PAGA Payment checks shall nevertheless be deemed to have finally and forever released the Released PAGA Claims, as applicable.

35. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed as follows, subject to the Court's approval:

- a. Funds represented by Settlement Award and/or Individual PAGA Payment checks that are returned as undeliverable and remaining uncashed for more than one hundred eighty (180) days after issuances will be tendered to the Unclaimed Property Division, in the name of the Settlement Class Member and/or Aggrieved Employee until such time as they claim their property, as allowed by law. In the event that the Court requires that the residue revert to a *cy pres* recipient, such recipient must be approved by the Court. The Settlement Administrator shall tender any remaining funds to the State of California Controller's Office, Unclaimed Property Fund, in the name of the Settlement Class Member, or shall distribute any *cy pres* payment pursuant to the Court's order.

MISCELLANEOUS

36. **Submissions to the LWDA.** At the same time as they submit this Settlement Agreement to the Court for preliminary approval, or prior to, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor 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 California Labor Code § 2699(l)(3).

37. **No Admission of Liability.** This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendant or any of the Releasees of any fault or liability or wrongdoing.

38. **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

39. **Nullification of the Settlement Agreement.** The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement, to use their best efforts to finalize the Settlement, and to use all other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement. In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

40. **Defendant's Option to Void Settlement.** If more than ten percent (10%) of the total number of Class Members submit timely and valid Requests for Exclusion / Opt-Out Requests, then Defendant shall have the option to void the Settlement in their sole discretion. To exercise this option, Defendant must send written notification to Class Counsel within fourteen (14) days of receiving a report from the Settlement Administrator informing Defendant's Counsel that the total number of timely and valid Requests for Exclusion / Opt-Out Requests is more than

ten percent (10%). If Defendant chooses to exercise this option, the effect will be precisely the same as if Final Judgment did not occur, as discussed herein, and all of the costs incurred by the Settlement Administrator through that date will be paid by Defendant.

41. **Confidentiality.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that neither Party will issue any press release or other public or non-public representation regarding the Settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement, which may include publicizing for explanation and assistance purposes the Settlement at legal aid agencies likely to be consulted by the Class Members in order to maximize class participation and publicizing for notice and educational purposes the Settlement in periodicals and/or radio stations in order to maximize class participation. Other than as specifically set forth above, the Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry or have any communication with the press about this case until after final approval. Class Counsel will not utilize this Settlement in any marketing or advertising materials or website until after final approval. This does not prohibit Class Counsel from speaking to or responding to inquiries from Class Members.

42. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing the Settlement Agreement's terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

43. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by Cal. Civ. Code Proc. §§ 12, 12a), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

44. **Unconditional Extension to the 5-Year Rule.** The Parties stipulate to an unconditional extension of the 5-Year Rule under Cal. Civ. Code Proc. § 583.310 through final approval of the Settlement.

45. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

46. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

47. **Entire Settlement Agreement.** 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. Defendant maintains that the Parties do not intend for this Agreement to impact the validity or enforceability of the Settlement and Release Agreements signed by the Released Employees. 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.

48. **Authorization to Enter into Settlement Agreement.** 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. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Monique Ngo-Bonnici, to resolve such disagreement.

49. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Plaintiffs, Defendant, the Settlement Class Members and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

50. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

51. **No Signature Required by Settlement Class Members.** Only the Plaintiffs will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement 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 Settlement Class Member.

52. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

53. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

54. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and

judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF:	<u>Ramon Huerta</u> Ramon Huerta	Date: <u>04/13/2026</u> , 2026
PLAINTIFF:	<u>Antonio Diaz</u> Antonio Diaz	Date: <u>04/13/2026</u> , 2026
PLAINTIFF:	<u>Feliciano Bernabe Barrios</u> Feliciano Bernabe Barrios	Date: <u>04/13/2026</u> , 2026
PLAINTIFF:	<u>Juan Moreno Lopez</u> Juan Moreno Lopez	Date: _____, 2026
PLAINTIFF:	<u>Norberto Huerta-Martinez</u> Norberto Huerta-Martinez	Date: <u>04/14/2026</u> , 2026

APPROVED AS TO FORM BY CLASS COUNSEL:

David Bibiyan

Date: 04/14/2026, 2026

David D. Bibiyan
Rafael Yedoyan
Vedang J. Patel
BIBIYAN LAW GROUP, PC
1460 Westwood Boulevard
Los Angeles, California 90024

Jasmine Y. Kianfard

Date: April 14, 2026

Sage Stone
Zach Gershman
Alexandra Rose
Jasmine Y. Kianfard
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, CA 90211

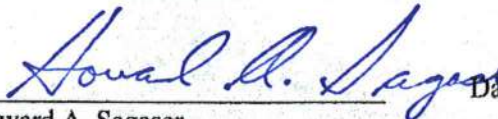
DEFENDANT:



Date: May 13, 2026

Kanwarjit Batth
On behalf of Batth Farms, Inc.

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:



Date: May 13, 2026

Howard A. Sagaser
Nicholas J. Solaegui
SAGASER, WATKINS & WIELAND PC
5260 N. Palm Avenue, Suite 400
Fresno, California 93704

EXHIBIT A

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, Juan Carlos Moreno Lopez, 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 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 ("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, Juan Carlos Moreno Lopez, 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
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

David D. Bibiyan
Rafael Yedoyan
Vedang J. Patel
Bibiyan Law Group, PC
1460 Westwood Boulevard
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, \$50,000.00) 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 Releasees 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, \$50,000.00), 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.

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 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: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 5

1 **AMENDMENT NO. 1 TO**

2 **SETTLEMENT AGREEMENT AND RELEASE**

3 This Amendment No. 1 to Settlement Agreement and Release is entered into between Plaintiffs
4 Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, and Norberto Huerta-Martinez (collectively,
5 “Plaintiffs”) and Defendant Batth Farms, Inc. (“Defendant”) (collectively, with Plaintiffs, the
6 “Parties”) pursuant to Paragraph 46 of the Settlement Agreement and Release (“Original Agreement”)
7 entered into between the Parties on April 17, 2026.

8 **A. The Notice of Class Action and PAGA Settlement attached to the Original**
9 **Agreement as “Exhibit A” is hereby replaced with the revised Notice of Class Action and PAGA**
10 **Settlement attached hereto as “Exhibit A.”**

11 Dated: September 16, 2026

BLACKSTONE LAW, APC

12 By: /s/ Jasmine Y. Kianfard

13 Sage Stone
14 Zach Gershman
15 Noam Y. Reiffman
16 Alexandra Rose
17 Jasmine Y. Kianfard

18 Attorneys for Plaintiffs Ramon Huerta, Antonio
19 Diaz, Feliciano Bernabe Barrios, and Norberto
20 Huerta-Martinez

21 Dated: September 16, 2026

BIBIYAN LAW GROUP, PC

22 By: /s/ Vedang J. Patel

23 Rafael Yedoyan
24 Vedang J. Patel

25 Attorneys for Plaintiffs Ramon Huerta, Antonio
26 Diaz, Feliciano Bernabe Barrios, and Norberto
27 Huerta-Martinez

28 Dated: September 16, 2026

SAGASER, WATKINS & WIELAND PC

By: /s/ Nicholas J. Solaegui

Howard A. Sagaser
Nicholas J. Solaegui

Attorneys for Defendant Batth Farms, Inc.

EXHIBIT A

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
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

David D. Bibiyan
Rafael Yedoyan
Vedang J. Patel
Bibiyan Law Group, PC
1460 Westwood Boulevard
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.

EXHIBIT 6

BATTH FARMS INC. EMPLOYEE HANDBOOK

NAME: _____

DATE: _____

INTRODUCTION

Bath Farms Inc. ("the Company") is pleased to welcome you as an addition to our staff. We hope our relationship will be long and mutually beneficial. Employment with the Company is "at will," which means that either the employee or the Company may terminate the employment relationship with or without cause, and with or without notice, at any time. This handbook sets forth the entire agreement between you and the Company as to the duration of your employment and the circumstances under which your employment may be terminated. Nothing in this handbook or in any other personnel document (nor in any other written or unwritten policies or practices of the Company) creates or is intended to create a promise or representation of continued employment or continued benefits for any employee, or to limit the right to terminate at-will employment. No officer, manager, supervisor, crew boss, or other representative of the Company other than the President or Secretary of the Company, has the authority to enter into any agreement to the contrary and any such agreement must be in writing and signed by the President or Secretary of the Company.

Please read and familiarize yourself with the contents of this handbook. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded. The Company reserves the right to revise, supplement or rescind any and all policies, procedures, work rules or benefits stated in this handbook or in any other document, at any time, except for the policy of at-will employment and individual arbitration agreements. However, only authorized representatives of the Company have the authority to change policies and practices described in this handbook and any such changes must be in writing and must be signed by the President or Secretary of the Company. All employees will be informed of any changes made to the handbook or other applicable policies and all changes will be distributed to the employees in writing. No oral statements or representations can in any way alter the provisions of this handbook or make any agreement for employment other than at-will.

If you have any questions regarding the contents of this handbook or the forms you are required to sign, please consult your Bath Farms Inc supervisor or Human Resources.

EMPLOYEE HANDBOOK & HANDOUTS

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EMPLOYMENT

1. EQUAL EMPLOYMENT OPPORTUNITY

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race, color, sex, religious creed (including all aspects of religious beliefs, observances or practices, including but not limited to religious dress or grooming practices), gender (including but not limited to gender identity and gender expression), marital status, registered domestic partner status, age, national origin or ancestry (including but not limited to language use restrictions), physical or mental disability, medical condition (including but not limited to genetic characteristics, HIV, or AIDS), genetic information, sexual orientation, military and veteran status, denial of family and medical care leave, or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. All such discrimination is unlawful.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations and prohibits unlawful discrimination by any employee of the Company, including supervisors, managers, and coworkers, and third parties.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, or if you would prefer to make a complaint to someone other than your immediate supervisor, contact the Company's Human Resources. The Company will immediately undertake an effective, thorough, and objective investigation by qualified personnel and attempt to resolve the situation. Your complaint will be kept confidential (to the extent possible) and documented and tracked. Supervisors are directed to report any complaints of misconduct to Human Resources so the Company can try to resolve the claim internally.

If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Allegations of misconduct will be addressed through a fair, timely, and thorough investigation. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint or participating in an investigation and will not knowingly permit retaliation by management employees or your coworkers.

2. EMPLOYMENT AT WILL

All employment at the Company is "at-will." This means that both employees and the Company have the right to terminate employment at any time, with or without advance notice, and with or without cause. No one other than the President of the Company has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement for a specified period of time, or to make agreement contrary to this at-will status. Any such agreement must be in writing, must be signed by the President of the Company and the affected employee, and must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

3. DISABILITY AND RELIGIOUS ACCOMMODATION

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any qualified applicant or employee with a disability who requires an accommodation in order to perform the essential functions of the job or accommodation based on a religious practice (including but not limited to religious dress and grooming practices) should contact Human Resources and request such an accommodation. The Company will engage in the interactive process with the individual to determine if there is a reasonable accommodation that may be provided to enable the individual to perform the essential functions of the position to the extent that doing so would not create an undue hardship for the Company. The individual with the disability or the religious practice for which an accommodation is sought should specify what accommodation the individual needs to perform the job. The Company then will review the request and will identify possible reasonable accommodation(s), if any, that will allow the individual to perform the essential functions of the job. If there is more than one reasonable accommodation that will not impose an undue hardship, the Company will identify and select the accommodation(s) that will be made for the applicant or employee. In considering possible accommodations, the Company cannot eliminate essential functions of a position. The Company will not retaliate or discriminate against a person who requests an accommodation.

4. EMPLOYMENT STATUS

Employees at the Company are classified as full-time nonexempt, part-time nonexempt, exempt, temporary, or seasonal.

Exempt employees

Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible

for overtime pay. Generally, executive, administrative, professional, and certain outside sales employees are overtime exempt.

Nonexempt employees

Nonexempt employees are those whose job assignments meet the federal and state requirements for overtime. Nonexempt employees are compensated on an hourly basis and are eligible for overtime pay, meal periods, and rest breaks among other requirements.

Full-Time Nonexempt Employees

For all purposes other than health insurance coverage, full-time nonexempt employees are those employees who are normally scheduled to work and who do work a schedule of 40 or more hours per week. Full-time nonexempt employees, for purposes of health insurance coverage only, are those employees who are normally scheduled to work and who do work a schedule of 30 or more hours per week. Full-time nonexempt employees are eligible for the employee benefits as described in this Handbook.

Part-Time Nonexempt Employees

For all purposes other than health insurance coverage, part-time nonexempt employees are those employees who are normally scheduled to and do work less than 40 hours per week. Part-time nonexempt employees, for purposes of health insurance coverage only, are those employees who are scheduled to work and who do work less than 30 hours per week. If you are a part-time employee, you will enjoy those benefits specifically required by law, provided that you meet the minimum requirements set forth by law and in the benefit plans. Part-time nonexempt employees may be assigned a work schedule in advance or may work on an as-needed basis.

Temporary Employees

Temporary employees are those who are employed for temporary assignments. Temporary assignments generally are periods of three months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

Seasonal Employees

Seasonal employees are those who are employed seasonally. Seasonal employees are only eligible for employee benefits required by applicable law and may be classified as exempt or nonexempt on the basis of job duties and compensation.

5. WORK HOURS

The Company reserves the right to schedule employees as needed. This includes, but is not limited to, increasing or decreasing the number of hours an employee works, assigning overtime and additional duties, and changing the times an employee is scheduled to work or take meal and/or rest periods.

6. MEAL PERIODS

Employee meal periods are important to productivity and employee health. Employees who work at least five (5) consecutive hours will be provided an unpaid 30-minute meal period. Employees must begin their meal period no later than the end of their fifth hour of work, and employees cannot take a meal period of less than 30 minutes without prior authorization from their supervisor. If the employee's shift will be completed in no more than six hours, this meal period may be waived by mutual agreement of the employee and the Company.

Employees are entitled to a second unpaid 30-minute meal period if they work more than 10 hours in one workday, except that this second meal period may be waived, by mutual agreement of the employee and the Company, if the employee's shift will be completed in no more than 12 hours and the employee did not waive the first meal period. The second meal period must be started before the end of the 10th hour of work.

Employees are required to clock-in and clock-out for meal periods. The meal period will not be included in the total hours of work per day and is not compensable. Non-exempt employees are to be completely relieved of all job duties while on meal periods and the Company relinquishes all control over the employees' activities. Employees are free to leave the work premises during their meal period. Notify Human Resources of any occasion when meal periods were not provided in accordance with the above policy.

Employees who fail to follow this policy may be subject to discipline up to and including termination.

7. REST PERIODS

Employees are provided a 10-minute net rest period for every four hours of work or major portion thereof, which are generally taken in the middle of each four-hour work period. Your supervisor will authorize the time for you take your rest. Employees are relieved of all job duties during their rest periods, and the Company relinquishes all control over the employees' activities. Employees are free to leave the work premises during their rest periods. If at any time you believe you have not been provided with a rest period or with enough time so that you may have a net 10-minute rest period, you are to report this to your supervisor immediately. You do not have to record the time taken for rest periods. Rest periods may not be combined or added to an employee's meal period or be used to substitute for late arrival or early departure. All employees are authorized and expected to take their rest periods as scheduled. Employees are expected to be at their workstations when their rest period begins and ends.

8. OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. All overtime work must be authorized in advance by management. Working overtime without prior authorization may result in disciplinary action, up to and including termination of employment. For all overtime work, the Company complies with all applicable overtime rules and regulations as required by state and federal law.

The Company does not require any employee to work more than six days in seven. If employees wish to voluntarily work additional hours, employees can volunteer to do so when the work is available subject to Company needs and approval by management.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

Vacation, Paid Sick Leave, and statutorily protected leaves are not considered hours worked for purposes of overtime calculation.

Employees who believe that they have not been paid properly for all overtime hours worked should bring their concerns immediately to the attention of your supervisor.

SALARY/WAGE ADMINISTRATION

9. WORKWEEK AND PAYDAYS

The workday is 12:01 a.m. to midnight. The company workweek begins on Sunday and ends the next Sunday.

Non-exempt employees are paid bi-weekly. Exempt employees are paid semi-monthly. It is each employee's responsibility to examine their paycheck for errors and/or omissions and to immediately report the same to the immediate supervisor. California law provides that agriculture workers shall be paid at least once in each calendar month unless they are employed by a farm labor contractor, in which case they must be paid weekly.

PLEASE NOTE THAT BATTH FARMS INC IS NOT A FARM LABOR CONTRACTOR.

10. CHANGE IN STATUS

You are required to notify management if any changes occur in your personal status such as: marital status or domestic partner status, number of dependents, legal name, insurance beneficiary, number of tax exemptions, address, telephone number, person to notify in case of emergency, and so forth.

11. TIME RECORDS

All non-exempt employees are required to complete and sign a bi-weekly Time Record that shows the total number of hours worked, meal periods, overtime, and absences due to sickness, holidays and vacation. Employees must also record their time whenever they leave the premises for any reason other than Company business. Time records should be completed on a daily basis and should show the time at the beginning and at the end of each work period, including before and after meal periods. Non-exempt employees are required to complete and submit Time Records for all work performed each day. Any errors on your Time Record are to be brought to the attention of your supervisor and your supervisor will initial any corrections.

"Off-the-clock" work is prohibited, which means that no employee may work before clocking in, after clocking out, or during meal or rest breaks. Supervisors and managers are prohibited from requiring, requesting, suggesting, or permitting any employee to work "off-the-clock." Working "off-the-clock," or requiring, requesting, suggesting, or permitting a subordinate to do so, is grounds for immediate termination.

12. LACTATION ACCOMMODATION

The Company will reasonably accommodate employees who want to express breast milk while at work. The Company will endeavor to provide a lactation room or other location in close proximity to an employee's work area, other than a restroom, to express their milk. The lactation room or location will be shielded from view and free from intrusion while the employee is lactating. The lactation room or location provided by the Company will comply with the minimum requirements of law, including being safe, clean, and free of toxic or hazardous materials; contain surface space to place a breast pump and personal items; contain a place to sit; and access to electricity. The Company will provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the Company will provide another cooling device suitable for storing milk, such as a Company-provided cooler.

The Company provides a reasonable amount of break time to allow employees to express breast milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If it is not possible to express breast milk during a rest period, an employee can arrange with their supervisor to take additional time or express breast milk at a different time. If the employee needs a reasonable amount of additional time for expressing milk beyond the normal paid rest break, the time will be provided, but it will be unpaid.

Employees have a right to request a lactation accommodation. Employees requiring a lactation accommodation in accordance with this policy may request such accommodation by contacting their direct supervisor or the Human Resources Department. The Company is obligated to respond to an employee's request for a lactation accommodation. Any employee who believes the Company has not met its obligation to respond to a lactation accommodation or has violated any law has the right to file a complaint with the Labor Commissioner.

WORK RULES

13. INSPECTIONS, SEARCHES AND MONITORING POLICY

The Company has implemented this inspection, search and monitoring policy to protect against the unauthorized removal of Company property from its premises, to keep alcohol, illegal drugs and marijuana off the premises, and for general safety reasons. In addition, the Company intends to ensure its access at all times to Company premises and Company property, vehicles, equipment, cell phones, computers, records, documents and files. This policy applies to all employees of the Company.

The Company reserves the right to conduct a routine inspection or search at any time for Company property, drugs and alcohol, or other prohibited items on Company premises. Routine searches or inspections may include an employee's office, desk, file cabinet, closet, computer files, voice mail, electronic mail, or similar places regardless of whether the places are locked or protected by access codes or passwords. Routine searches and inspections may result in the discovery of the employee's personal items. Therefore, employees are encouraged not to bring any personal items into the workplace that they wish to keep private. Employees should have no expectation of privacy of their use of any Company property on Company premises including offices, desks, lockers, toolboxes, and computers. (including but not limited to email, internet, and voicemail).

The Company exercises complete discretion over the technology used in conducting Company business. The Company uses various forms of electronic systems and monitoring devices, including, but not limited to: computers (including desktops and laptops), e-mail, telephones (including landlines and cell phones), voice mail, internet and intranet, copy machines, fax machines, internet and computer monitoring systems. All electronic technology, including all software and hardware, are the sole property of the Company and are to be used only for Company business to transmit or receive business information and are not to be used for personal use. The Company treats all information sent, received or stored in any of the electronic devices as business information.

The Company reserves the right to access, review, copy, and/or delete electronic files, voice mail messages, etc., for any purpose and to disclose them to any party (inside or outside the Company) as it deems appropriate. Employees have no expectation of privacy in using Company owned property and the Company further reserves the right to monitor the use of all electronic communications, systems, and devices as is necessary to ensure that there is no misuse or violation of Company policy. By using any Company owned equipment, employees consent to the Company's review of information obtained through monitoring systems. Use of any of the Company's electronic communications, systems, and devices in violation of this policy may lead to discipline up to and including immediate termination.

Should employees make incidental use of the e-mail system, fax machine, etc., to transmit personal messages, such messages will be treated no differently than other messages, i.e., the Company reserves the right to access, review, copy, delete or disclose them for any purpose.

Accordingly, employees should not use the computer, e-mail system, voice mail system, or fax machine for any personal information they wish to keep private.

If you do not want any personal item inspected and/or searched pursuant to this policy, you should not bring such item onto Company premises or property. Additionally, employees should not use the Company's computer system, electronic mail system, voice mail system, or fax machine for any personal information they wish to keep private, as the Company treats all such information as business information and it will be treated no differently than other business information.

14. COMPANY CELL PHONE AND EMAIL USAGE

All Company supplied cellphones belong to the Company and not to the employees. The Company routinely monitors use of cellphones by reviewing phone statements. There is no expectation of privacy in using any Company issued equipment, including cell phones. Inappropriate or illegal use or communications may subject to disciplinary action up to and including termination.

The use of camera or other video or audio recording-capable devices on company premises is prohibited without the express prior permission of senior management and of the person(s) subject to recording. Video or audio recording in restrooms and/or locker rooms is strictly prohibited.

All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of Company cellphones at all times.

Employees whose job responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving; use of a cellphone while driving is not required by the company. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are required to use hands-free operations or pull off to the side of the road and safely stop the vehicle before placing or accepting a call.

Reading or sending text messages while driving is strictly prohibited.

Employees who are charged with traffic violations resulting from the use of their Company phone while driving will be solely responsible for all liabilities that result from such actions.

Employees in possession of company-owned cellphones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time on request, the employee may be asked to produce the phone for return or inspection.

Employees violating this policy will be subject to discipline, up to and including termination of employment.

None of the above policies shall be interpreted or applied so as to interfere with the protected rights of employees under the National Labor Relations Act or Agricultural Labor Relations Act, which give employees the right to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

15. SAFETY

It is Company policy to provide safe working conditions for all employees. To that end, each employee is responsible for the safety of themselves as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety-conscious at all times. You must do your part to prevent accidents and hazards in the workplace by working safely, using proper safety devices, wearing required protective gear, and complying with Company safety rules and regulations.

It is your responsibility as an employee to understand all safety issues related to each job in which you have been trained. If you do not understand any aspect of the training you have been given, it is your responsibility to ask questions of your trainer or supervisor. Failure to abide by the Company's safety rules and regulations will lead to disciplinary action, up to and including immediate termination.

Employees are also required to promptly report all discovered workplace safety hazards to their supervisor. No employee will be discriminated or retaliated against for reporting a safety hazard or a workplace injury to management.

Additionally, to achieve our goal of maintaining a safe workplace, everyone must be safety-conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the Personnel Office. The Company also requires all employees to read and be familiar with the Company's detailed Safety Manual that is being provided to you with this Company Employee Handbook. If you have any questions regarding the Company's safety policies and practices, please ask your supervisor or Human Resources.

If you are injured while on the job, you must immediately report the injury to management, regardless of how minor the injury so that it may be recorded and treated as required. If you witness an accident or injury, please notify your supervisor immediately.

16. GOOD CONDUCT GUIDELINES

The Company considers work rules, guidelines, and work performance important responsibilities. They are essential to the proper management of our business and ensure that employees work together effectively. Violations of the rules and guidelines, or the employee's failure to improve work performance may result in written disciplinary notices, suspension and/or termination. The Company reserves the right to terminate employment with or without cause and with or without notice. The following are some examples of conduct, which will not be tolerated by the Company:

- (1) Making false statements or omitting pertinent information on Company applications or records of employment.
- (2) Falsification or omission of pertinent information on Company records, forms or reports.
- (3) Insubordination--Refusal to obey work orders of supervisors, refusal to perform job assignments or the use of abusive or threatening language toward a supervisor or member of management.
- (4) Committing any act of violence, threats or intimidation, fighting or using abusive or profane language on Company premises.
- (5) Theft, unauthorized removal, or willful damage of property belonging to the Company, Company employees or customers.
- (6) Possession of firearms or any other dangerous weapons on Company premises without proper authorization.
- (7) Possession, drinking, using, selling, or testing positive for drug or alcohol use during working hours. The Company has the right to request a chemical analysis or other test of beverages, medicines, or drugs that are brought onto the Company's premises.
- (8) Refusal to acknowledge receipt of a disciplinary warning.
- (9) "Horseplay," wrestling, dangerous practical jokes, or throwing objects.
- (10) Failure to immediately report an on-the-job injury or accident on the job to your supervisor.
- (11) Disregard of safety rules and practices and security regulations.

- (12) Contributing to unsanitary conditions or poor housekeeping of Company grounds, equipment, machinery, or vehicles.
- (13) Unauthorized operation of machinery and equipment, or operation of any machinery or equipment that you are not trained and authorized to operate. Do not attempt repair work on mechanical or electrical equipment unless you are trained and authorized by your supervisor to do such work.
- (14) Using Company-owned tools, materials, time, equipment or personnel for any unauthorized purpose.
- (15) Unauthorized use of Company telephones, computers, copy machines, fax machines or any other equipment.
- (16) Posting or removing any material from Company bulletin boards without approval.
- (17) Unauthorized entry or exit from Company property at any location at any time.
- (18) Substandard or unsatisfactory work performance.
- (19) Repeated absences or tardiness, including unreported absences.
- (20) Leaving the workplace without properly notifying your supervisor.
- (21) Gambling, in any form, on Company premises.
- (22) Distribution of written materials during working time; distribution of literature in working areas; littering; solicitation of employees during working time in the workplace. "Working time," as used in this rule, excludes meals and break periods.
- (23) Sleeping or deliberately loafing during working hours.
- (24) Sexual or Unlawful Harassment—It is Company policy to provide a work environment free from unwelcome sexual overtones, advances or coercion, racial slurs or any other forms of offensive harassment. Making unsolicited or unwelcome sexual comments or advances toward others, making racial slurs or engaging in other forms of offensive harassment is strictly prohibited.
- (25) Smoking is allowed only in designated areas.
- (26) Food shall only be eaten in designated eating areas.
- (27) Working overtime without authorization or refusing to work assigned overtime.
- (28) Any other conduct that is prohibited by law.

This is not meant to be a total list of all work rules, but rather is illustrative of the type of conduct which will not be tolerated by the Company. There is no substitute for good judgment and common sense.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Both you and the Company remain free to terminate the employment relationship at any time, with or without reason, or with or without advance notice.

17. ATTENDANCE AND PUNCTUALITY

All employees should regard coming to work on time, working their shift as scheduled, and leaving at the scheduled time as essential functions of their jobs. On accepting employment, each employee assumes responsibility for reporting to work promptly and regularly, and in the case you are unable to work as scheduled, to notify the Company in accordance with the established Policies.

If you cannot come to work, the Company needs your cooperation to properly cover your job. You are expected to personally call your supervisor or Human Resources at least one (1) hour prior to your regularly scheduled time, unless a verifiable emergency makes it impossible for you to do so. If you or a family member is ill, you should provide notice of the need for leave as soon as practicable, and in advance if foreseeable in accordance with the paid sick leave policy. You must call Human Resources each day of your absence unless you notify your supervisor with your expected return date. The Company may require written verification of reasons for absences. Excessive absences from work may result in disciplinary action up to and including termination of employment. Absences are excessive if in the sole discretion of the Company, they occur frequently or if they show a pattern. The first occurrence of a no call/no show will result in a final written warning. The second occurrence of a no call/no show will result in termination. Employees who fail to report to work or to notify their supervisor or manager for two consecutive days will be considered to have voluntarily resigned at the end of the second day. Exceptions may be made for emergencies.

Absences protected by law, including but not limited to leave under Paid Sick Leave, will not be counted against the employee.

You must arrive at your job location and be ready to start work at the beginning of your assigned shift. Be ready to resume work on time after authorized rest and meal periods. Repeated or excessive tardiness may also lead to disciplinary action up to and including discharge. Tardiness is excessive if you are frequently or unnecessarily late, or if you demonstrate a pattern of tardiness, which is not otherwise approved or protected.

Managers and supervisors will address attendance trends which could result in disciplinary action up to and including termination.

18. PERSONNEL RECORDS

A personnel file will be maintained for each employee which will include all relevant information relating to employment. Former and current employees have the right to inspect or receive a copy of the contents of their personnel files the Company maintains relating to your employment. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made. All requests to inspect or copy personnel files must be in writing directed to the Human Resources Manager.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location. The records will be made available no later than 30 calendar days from the date the Company receives your written request to inspect or copy your personnel records (unless you/your representative and the Company mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request). Former employees who request a copy of the contents of their file may be charged the actual cost of copying.

The Company will restrict disclosure of your personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to the Human Resources Manager. Only the Human Resources Manager is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

19. CONFIDENTIALITY

Some information about the Company, its employees, clients, suppliers, and vendors may be kept confidential by the Company as a matter of law. Trade secrets or confidential medical information of other employees fall into this category. Information of this nature is to be kept confidential and divulged only to individuals within the Company with both a need to receive and authorization to receive the information both during and after your employment ends. Trade secrets may include information that has been kept confidential from the Company's competitors, such as strategic plans, pricing, customer lists, contractual terms with vendors or customers, and certain financial records. Employees who improperly use or disclose trade secrets or other information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. The Company reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of such information or to recover damages incurred as a result of the impermissible use of such information from current or former employees.

Under the Defend Trade Secrets Act of 2016 (18 USC § 1836), an employer has the right to seek various remedies from an employee, contractor, or consultant who misappropriates their employer's or former employer's trade secrets. These remedies include injunctive relief,

EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I hereby acknowledge receipt of the Bath Farms Inc. Employee Handbook dated _____, have read its provisions and agree to its contents and the procedures contained therein. I understand that except for the employment at-will and individual arbitration agreements, any and all policies or practices can be changed at any time by the Company, at its sole discretion. No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy or practice.

In consideration of my employment, I agree to conform to the rules and regulations of the Company and acknowledge that my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Company, or me. I understand that no representative of the Company other than _____, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing, and that any such changes must be in writing and signed by _____.

My signature below certifies that I understand that the foregoing agreement on employment at-will status is the sole and entire agreement between the Company and me concerning the duration of my employment and the circumstances under which my employment may be terminated. Other than my agreement to arbitrate employment disputes, this Agreement supersedes all prior agreements, understandings and representations concerning my employment.

Dated: _____

Employee Name
(Please print)

Employee Signature

EXHIBIT 7

Jonathan M. Genish

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
3/22/25	Reviewed complaints	2.50
3/23/25	Reviewed and discussed case history	3.50
3/24/25	Discussions internally regarding case.	1.50
3/25/25	Emails w/ co-counsel re 1.5.1 and notice of association	0.50
12/4/23	Internal communications and review of case information	4.10
1/5/24	Reviewed case status	1
2/9/24	Reviewed case status	2.20
7/8/24	Reviewed case status	1
12/2/24	Reviewed case status	2.50
10/5/25	Prepared for mediation	3.30
10/6/25	Mediation	8
		Total Time Spent
		30.10

Sage S. Stone

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
3/24/25	Reviewed co-counsel's (Bibyan Law Group) case referral materials in support of evaluating case viability and developing litigation strategy.	1.20
3/24/25	Reviewed original Class Action Complaint (filed 6/24/21) to evaluate claims asserted and class allegations.	1
3/24/25	Reviewed First Amended Complaint (filed 3/14/23) to evaluate expanded class representatives and additional claims.	1.10
3/25/25	Reviewed Defendant's Answer to Complaint and affirmative defenses to evaluate litigation risks and determine strategy for overcoming same.	1.20
3/25/25	Reviewed court's Order Granting Pretrial Discovery Conference (10/4/21) and Order After Pretrial Discovery Conference (10/22/21) to evaluate discovery history and determine strategy for outstanding discovery disputes.	0.90
3/25/25	Reviewed Joint Report re Initial Status Conference (10/19/21) to evaluate parties' prior positions on class discovery and ADR.	0.80
3/26/25	Reviewed discovery propounded and received, including PMK deposition transcript, to identify evidentiary gaps and determine discovery strategy.	2.10
3/26/25	Reviewed court orders and prior pleadings, including Order on Request for Pretrial Discovery Conference (2/24/22), to evaluate best approach re litigation timeline.	1.20
3/26/25	Reviewed Tentative Ruling re Sanctions (5/11/22) to evaluate court's prior rulings on discovery disputes and determine implications for current discovery strategy.	0.80
3/27/25	Reviewed Defendant's discovery responses and document production in support of identifying deficiencies for meet and confer.	1.60
3/27/25	Analyzed employee handbooks, time records, and pay records produced in discovery to evaluate merits of wage and hour claims.	1.60
3/27/25	Reviewed Stipulation for Leave to File FAC (1/18/23) and Court's Order Granting Leave (1/23/23) to evaluate procedural history of amended complaint.	0.50

3/28/25	Reviewed co-counsel's mediation brief, data analysis, and expert report to determine overall case valuation strategy.	1.50
3/28/25	Reviewed prior Joint CMC Statements and court orders to evaluate best approach re case assessment and litigation plan.	1.20
3/28/25	Reviewed Plaintiffs' Case Management Statements to evaluate prior litigation positions and mediation history.	0.40
3/31/25	Prepared for call with co-counsel (Bibiyan Law Group) re case transition and strategy.	0.80
3/31/25	Call with co-counsel (Bibiyan Law Group) re case transition and strategy.	0.70
3/31/25	Post-call analysis; documented strategy decisions from co-counsel transition call.	0.50
3/31/25	Reviewed Notice of Withdrawal of IDC (12/19/24) and Defendant's Opposition to Request for Pretrial Discovery Conference (3/5/25) to evaluate current discovery posture.	0.80
4/1/25	Reviewed Order After Pretrial Discovery Conference (11/3/23) to evaluate court's prior rulings on discovery disputes and determine strategy for current motion practice.	0.90
4/1/25	Analyzed Defendant's pattern of discovery delays and deposition scheduling disputes to determine best approach re compelling compliance.	1.10
4/2/25	Reviewed correspondence with opposing counsel to determine strategy re outstanding discovery issues and upcoming deadlines.	1.30
4/2/25	Researched applicable IWC Wage Order No. 14 provisions regarding rental housing deductions and employer-provided housing to evaluate potential claims.	1.50
4/3/25	Reviewed emails with opposing counsel re outstanding discovery issues to evaluate best approach re meet and confer strategy.	0.90
4/3/25	Reviewed prior meet and confer correspondence to determine strategy for compelling further discovery responses.	0.50
4/3/25	Researched Labor Code section 1198 and Wage Order No. 14 provisions on employer-provided rental housing to determine viability of adding rental housing claims.	1.40
4/7/25	Prepared for call with co-counsel Rafael Yedoyan re case status and strategy.	1
4/7/25	Call with co-counsel Rafael Yedoyan re case status and strategy; discussed depositions, witness questionnaires, discovery deficiencies, and class certification planning.	0.70
4/7/25	Post-call analysis and documentation of strategy decisions; drafted notes of communications with witnesses contacted after Belaire-West notice process.	0.70
4/8/25	Reviewed Defendant's unverified discovery responses to evaluate deficiencies in support of meet and confer strategy.	0.90
4/8/25	Evaluated best approach re compelling verified discovery responses from Defendant.	0.50
4/9/25	Analyzed Defendant's time records for pattern of rounding violations affecting class members to support class certification strategy.	1.60
4/9/25	Researched case law on rounding policies in agricultural employment contexts to evaluate best approach re class-wide claims.	1.20
4/10/25	Reviewed Defendant's deposition notices to determine strategy re deposition scheduling and coordination.	0.90
4/10/25	Evaluated best approach re deposition scheduling and witness preparation strategy.	0.50
4/11/25	Reviewed Plaintiff's prior discovery requests and responses to evaluate completeness and determine strategy for supplemental responses.	1.10

4/11/25	Analyzed Defendant's payroll records to identify potential minimum wage and overtime violations across class period.	1.50
4/14/25	Prepared for Case Management Conference; reviewed joint CMC statement to evaluate best approach re CMC strategy.	1.70
4/14/25	Reviewed Order to Deny Plaintiff's Request for IDC (4/23/25) to determine strategy for filing discovery motions as alternative to IDC.	0.80
4/15/25	Analyzed time records for meal period and rest period violations across multiple named plaintiffs to support class certification.	1.70
4/16/25	Researched Wage Order No. 14 provisions on employer-provided housing deductions to evaluate whether deductions complied with statutory requirements.	1.50
4/17/25	Drafted legal memorandum analyzing rental housing deduction claims under Labor Code sections 221, 224, and IWC Wage Order No. 14.	2.10
4/18/25	Reviewed court correspondence to evaluate best approach re discovery plan and upcoming deadlines.	0.90
4/21/25	Reviewed co-counsel's court filings and emails with opposing counsel re discovery to prepare for team strategy meeting.	1
4/22/25	Prepared for team strategy meeting with co-counsel re class certification.	1
4/22/25	Team meeting with co-counsel Rafael Yedoyan and Zach Gershman re class certification strategy; discussed evidence requirements for each claim.	0.70
4/22/25	Post-meeting debrief; outlined discovery needs, deposition plan, witness declarations, data analysis, and trial plan; prepared detailed strategy notes.	1
4/24/25	Reviewed Defendant's document production re employer-provided housing agreements to evaluate rental housing deduction claims.	1.20
4/25/25	Analyzed class member pay stubs for improper deductions, including housing deductions, tool deductions, and transportation charges.	1.60
4/28/25	Researched Labor Code section 2802 indemnification claims as applied to agricultural workers required to purchase tools and equipment.	1.20
4/30/25	Drafted Meet and Confer letter to Defendant re discovery deficiencies.	1.70
5/1/25	Reviewed Batth Farms' Request for Pretrial Discovery Conference (5/5/25) re Barrios deposition dispute to evaluate positions and determine response strategy.	1.10
5/2/25	Researched CCP section 2025.250 re deposition location requirements for out-of-state deponent to support opposition to Defendant's discovery conference request.	1.20
5/5/25	Reviewed opposing counsel's proposed changes to determine strategy re further discovery negotiations.	1.10
5/5/25	Analyzed Defendant's time records for systematic rest period violations to strengthen class certification arguments.	1.40
5/7/25	Drafted analysis of Defendant's payroll data identifying patterns of unpaid overtime across class members.	1.70
5/8/25	Reviewed Defendant's employee handbook provisions re meal and rest periods to evaluate compliance with Labor Code section 512.	1
5/9/25	Drafted supplemental Meet and Confer letter to Defendant re Barrios discovery responses.	1.60
5/9/25	Reviewed Defendant's supplemental discovery responses to evaluate completeness and identify remaining deficiencies.	0.90
5/12/25	Analyzed Defendant's on-duty meal period agreements to evaluate enforceability under Brinker Restaurant Corp. v. Superior Court.	1.50
5/13/25	Reviewed Request for Pretrial Discovery Conference Edits to evaluate revisions and determine strategy re discovery conference proceedings.	0.80

5/14/25	Drafted Opposition to Defendant's Request for Pretrial Discovery Conference re Barrios deposition location dispute.	1.90
5/14/25	Revised Opposition to Defendant's Request for Pretrial Discovery Conference; conducted additional research on CCP section 2025.250.	0.90
5/15/25	Prepared for call with co-counsel Rafael Yedoyan and Zach Gershman re discovery, depositions, and class certification timeline.	1
5/15/25	Call with co-counsel Rafael Yedoyan and Zach Gershman re discovery, depositions, declarations, and surveys.	0.70
5/15/25	Post-call analysis; assigned tasks to team re M&C strategy, deposition notices, witness contact plan, and data analysis.	0.80
5/16/25	Reviewed and finalized Plaintiffs' Opposition to Request for Pretrial Discovery Conference re Barrios deposition.	1.20
5/19/25	Drafted Notice of Deposition for Lakhbir Singh; reviewed and revised same.	1.40
5/19/25	Evaluated best approach re deposition strategy for Lakhbir Singh.	0.40
5/20/25	Analyzed Defendant's settlement agreements with former employees to evaluate impact on class claims and potential release issues.	1.60
5/21/25	Researched case law on enforceability of individual settlement agreements in class actions to determine strategy for class certification.	1.40
5/22/25	Reviewed Defendant's Opposition to Request for Pretrial Discovery Conference (5/22/25) re RFP and SROG disputes to evaluate positions.	1.10
5/23/25	Determined strategy re status of opposing counsel's discovery compliance; reviewed related correspondence.	0.80
5/27/25	Prepared for call with opposing counsel re disputed discovery categories.	1
5/27/25	Call with opposing counsel re Pick Up Stix discovery issues; discussed disputed discovery categories including settlement agreements, communications, witness declarations, surveys, on-duty meal periods, pay records, and written agreements.	0.70
5/27/25	Post-call analysis; documented agreements reached and outstanding disputes from discovery conference.	0.70
5/28/25	Analyzed Defendant's payroll records and time entries to identify systematic patterns of meal period violations across the putative class.	1.90
5/29/25	Reviewed further correspondence with opposing counsel re disputed discovery terms to evaluate best approach re same.	1
5/30/25	Reviewed witness declarations obtained through class member outreach to evaluate sufficiency for class certification.	1.20
6/2/25	Analyzed Defendant's time record production to identify rounding policy impact on class members' compensable hours.	1.60
6/2/25	Reviewed email from opposing counsel with detailed proposal to resolve remaining discovery issues to evaluate best approach re response.	0.90
6/2/25	Drafted analysis of Defendant's wage order compliance re employer-provided housing, identifying violations of IWC Wage Order No. 14 section 10.	1.90
6/3/25	Began drafting deposition outlines for deposition of Lakhbir Singh; researched topics for examination re meal and rest period policies.	4.90
6/4/25	Continued analysis of Defendant's document production in support of drafting deposition outlines for deposition of Lakhbir Singh.	3.60
6/5/25	Finish drafting deposition outline for deposition of Lakhbir Singh.	5.60
6/6/25	Reviewed and revised discovery motions to determine strategy re compelling further responses.	0.80
6/6/25	Analyzed Defendant's responses to Special Interrogatories to identify evasive and incomplete answers for motion to compel.	1.50

6/9/25	Reviewed Request for Pretrial Discovery Conference (6/12/25) re RFP Set Two disputes; analyzed meet and confer history to support same.	1.20
6/10/25	Reviewed correspondence analyzing Defendant's new proposed changes to discovery responses.	0.80
6/10/25	Drafted and submitted legal intake form to nonprofit Sikh advocacy group requesting assistance with outreach to Punjabi Sikh farmworker class members to evaluate community engagement strategy for reaching Punjabi and Urdu-speaking class members.	1.50
6/11/25	Took deposition of Lakhbir Singh.	8.60
6/12/25	Post-deposition analysis of Lakhbir Singh deposition; identified key admissions in support of class certification.	1.20
6/12/25	Analyzed Defendant's payroll documents to identify discrepancies between reported hours and actual hours worked by class members.	1.70
6/12/25	Prepared for call with co-counsel re case strategy and class certification.	0.80
6/12/25	Call with co-counsel Rafael Yedoyan and Zach Gershman re case strategy; discussed additional named plaintiffs, amended complaint, and discovery litigation.	0.70
6/12/25	Post-call debrief; discussed witness declaration project, Sikh nonprofit outreach, time record analysis, deposition scheduling, surveys, and data analysis; prepared meeting notes.	1
6/13/25	Drafted Joint CMC Statement (6/18/25) summarizing Plaintiffs' litigation position, discovery status, and anticipated class certification timeline.	1.60
6/13/25	Revised Joint CMC Statement; incorporated co-counsel's comments and Defendant's positions.	0.80
6/16/25	Correspondence with director of a different local Sikh organization re coordination of outreach to Punjabi Sikh farmworkers in Fresno County in support of class member identification and community engagement.	1.20
6/16/25	Reviewed draft Motion to Compel Further Responses to Form Interrogatories to evaluate legal sufficiency and factual support.	1.90
6/16/25	Revised Motion to Compel Further Responses to Form Interrogatories; strengthened legal arguments and evidentiary citations.	1.20
6/17/25	Reviewed draft declarations from witnesses to evaluate sufficiency for class certification; determined strategy re declaration project and witness outreach.	1.10
6/18/25	Reviewed draft Motion to Compel Further Responses to Special Interrogatories to evaluate legal sufficiency.	1.70
6/18/25	Revised Motion to Compel Further Responses to Special Interrogatories; added case authority and refined arguments.	0.90
6/19/25	Reviewed draft Motion to Compel Further Responses to Requests for Production of Documents to evaluate legal sufficiency.	1.90
6/19/25	Revised Motion to Compel Further Responses to Requests for Production of Documents; strengthened arguments re document categories.	1.10
6/20/25	Reviewed Motions to Compel Further Responses (FROGs, SROGs, and RFPs) for filing; reviewed separate statements, declarations, and proposed orders to ensure sufficiency.	2.80
6/23/25	Reviewed emails with opposing counsel re discovery deadlines to evaluate best approach re compelling compliance.	0.60
6/23/25	Drafted joint statement to determine strategy re approaching deadlines.	1.10
6/24/25	Reviewed Defendant's Opposition to Request for Pretrial Discovery Conference re RFP (6/24/25) to evaluate positions and determine response strategy.	1.10

6/25/25	Reviewed emails with opposing counsel re approved stipulation; evaluated best approach re same.	0.50
6/25/25	Prepared for Ex Parte Application to Advance Hearing Date for Motions to Compel from August 26 to July 29, 2025.	1.60
6/26/25	Drafted Declaration of Sage Stone in support of Ex Parte Application to Advance Hearing Date.	1.90
6/26/25	Revised Declaration of Sage Stone; reviewed and finalized supporting exhibits.	0.90
6/26/25	Drafted Ex Parte Application to Advance Hearing Date; researched requirements for ex parte relief under CRC 3.1202.	1.70
6/26/25	Revised Ex Parte Application to Advance Hearing Date; incorporated co-counsel's edits and finalized for filing.	0.80
6/27/25	Reviewed Plaintiffs' Notice of Ex Parte Hearing and Proposed Order to ensure compliance with filing requirements.	0.80
6/27/25	Drafted email to mediator explaining disputed issues with opposing counsel; evaluated best approach re same.	1.30
7/1/25	Reviewed Minute Order (7/2/25) granting Ex Parte Application advancing hearing date to July 29, 2025; evaluated impact on preparation timeline.	0.50
7/1/25	Reviewed Order Denying Request for Pretrial Discovery Conference (7/2/25); evaluated implications for motion practice strategy.	0.40
7/2/25	Analyzed Defendant's discovery responses in light of advanced hearing date to determine strategy for reply briefs.	1.50
7/3/25	Researched legal authority on discovery sanctions under CCP sections 2030.300 and 2031.310 in support of reply brief preparation.	1.60
7/7/25	Analyzed Defendant's payroll records to identify new PAGA violations including heat break violations under Labor Code section 226.7 and Wage Order No. 14.	2.10
7/8/25	Reviewed Defendant's policies and procedures re heat illness prevention to evaluate compliance with Cal/OSHA regulations and Title 8 CCR section 3395.	1.60
7/9/25	Drafted analysis of PAGA claims expansion to include violations of Labor Code sections 221, 1198, and IWC Wage Order No. 14 re employer housing deductions.	1.90
7/10/25	Reviewed deposition preparation materials to determine strategy for upcoming depositions.	0.60
7/11/25	Researched statutory requirements for amending PAGA claims to include heat break violations under Labor Code section 226.7 and applicable IWC Wage Orders.	1.70
7/11/25	Drafted Amended PAGA Letter incorporating heat break claims and additional Labor Code violations; reviewed and revised same.	2.10
7/14/25	Revised Amended PAGA Letter; incorporated analysis of additional Labor Code violations identified through payroll record review.	1.60
7/14/25	Analyzed Defendant's payroll data to calculate PAGA penalties for newly identified violations across all aggrieved employees.	1.40
7/15/25	Prepared for call with co-counsel re class certification timeline.	0.70
7/15/25	Call with co-counsel Rafael Yedoyan and Zach Gershman re class certification timeline; discussed deposition plan, discovery of landlord-tenant claims, and agreement to push class cert to October.	0.70
7/15/25	Post-call debrief; prepared notes of strategy decisions from co-counsel meeting.	0.50
7/16/25	Reviewed Defendant's Opposition to Motions to Compel to evaluate arguments and determine strategy for reply briefs.	2

7/17/25	Drafted Reply Brief in support of Motion to Compel Further Responses to Requests for Production of Documents.	2.60
7/17/25	Revised Reply Brief re RFPs; incorporated additional case authority and refined arguments.	1.10
7/18/25	Call with Sikh nonprofit re legal intake for Sikh farmworkers; discussed class action outreach strategy and community engagement plan for reaching Punjabi Sikh class members.	0.80
7/18/25	Post-call analysis; documented outreach strategy decisions from Sikh nonprofit meeting re farmworker community engagement.	0.50
7/18/25	Drafted Reply Brief in support of Motion to Compel Further Responses to Special Interrogatories.	2.30
7/18/25	Revised Reply Brief re SROGs; incorporated additional case authority and refined arguments.	0.90
7/21/25	Drafted Reply Brief in support of Motion to Compel Further Responses to Form Interrogatories.	2.10
7/21/25	Revised Reply Brief re FROGs; incorporated additional case authority and finalized for filing.	0.90
7/22/25	Reviewed filed Reply Briefs and Declaration of Sage Stone (7/22-23/25) to ensure completeness and legal sufficiency.	1
7/23/25	Reviewed and finalized Amended PAGA Letter incorporating all additional claims.	0.80
7/25/25	Reviewed deposition outlines drafted by team; provided substantive feedback and revisions to strengthen examination strategy.	1
7/28/25	Prepared for hearing on Motions to Compel scheduled for July 29, 2025; reviewed all motion papers and anticipated arguments.	2.10
7/29/25	Attended hearing on Motions to Compel Further Responses (FROGs, SROGs, RFPs) before Judge Tharpe, Department 501.	1.90
7/29/25	Post-hearing analysis; documented court's rulings and determined strategy for compliance with court orders.	0.80
8/1/25	Analyzed court's rulings on Motions to Compel to determine strategy for enforcing compliance with discovery orders.	1.20
8/4/25	Reviewed Defendant's supplemental discovery responses produced pursuant to court order to evaluate completeness.	1.60
8/5/25	Reviewed emails with opposing counsel re discovery compliance to evaluate best approach re further motion practice.	1.20
8/6/25	Reviewed Draft Joint Common Interest Agreement from Sikh nonprofit Legal Director to evaluate terms of collaborative outreach arrangement for Punjabi Sikh farmworker class members.	1.50
8/6/25	Analyzed Joint Common Interest Agreement provisions to determine best approach re Sikh nonprofit partnership for class member outreach and community engagement.	0.80
8/6/25	Analyzed newly produced payroll records for patterns of wage violations to support class certification and PAGA claims.	1.90
8/7/25	Reviewed Defendant's housing agreements and rental deduction records to evaluate scope of rental housing deduction claims.	1.50
8/8/25	Reviewed administration proposals and quotes to evaluate best approach re selection of settlement administrator.	0.60
8/11/25	Analyzed time records produced pursuant to court order to identify additional rest period violations across the class.	1.70

8/12/25	Reviewed court orders re upcoming hearing to evaluate best approach re hearing preparation.	0.80
8/13/25	Drafted memorandum analyzing newly produced payroll data in support of expanded class certification arguments.	2
8/14/25	Revised memorandum analyzing payroll data; incorporated statistical analysis of meal period violations.	1.20
8/15/25	Reviewed final edits to discovery motion papers to ensure legal sufficiency.	1.20
8/18/25	Analyzed Defendant's time record production to evaluate completeness of records for all class members during class period.	1.60
8/19/25	Continue developing strategy for outreach to Punjabi Sikh workforce in light of continued barriers in communication and culture.	1.80
8/19/25	Drafted memorandum documenting analysis of factors re Sikh nonprofit outreach efficacy and other considerations.	1.20
8/19/25	Reviewed Defendant's supplemental document production re employer-provided housing to evaluate rental housing claim viability.	1.20
8/20/25	Researched Labor Code section 2810.5 notice requirements as applied to agricultural workers to evaluate additional claims.	1.10
8/21/25	Drafted Plaintiff's Request for Pretrial Discovery Conference re Defendant's incomplete timesheet records.	1.90
8/21/25	Reviewed and revised discovery conference request; evaluated best approach re discovery strategy.	1
8/25/25	Prepared for call with Sikh nonprofit Legal Director re refining Central Valley Sikh farmworker outreach strategy.	0.60
8/25/25	Call with Sikh nonprofit Legal Director re refining Central Valley Sikh farmworker outreach strategy and community engagement plan for class member identification.	0.80
8/25/25	Post-call analysis of Sikh nonprofit outreach strategy decisions and next steps for community engagement.	0.50
8/25/25	Analyzed Defendant's payroll records for systemic overtime calculation errors to support class-wide damages model.	1.70
8/26/25	Reviewed class member declarations obtained through outreach to evaluate sufficiency of evidence for class certification.	1.50
8/27/25	Began drafting deposition outlines for deposition of Gagandip Gill; analyzed topics for examination re translation and settlement agreements.	4.70
8/28/25	Continued drafting deposition outlines for deposition of Gagandip Gill; incorporated analysis of specific discrepancies regarding alleged settlement agreements' language.	1.40
9/3/25	Reviewed Notice of Withdrawal of Pre-Trial Discovery Conference; evaluated best approach re same.	0.50
9/3/25	Began drafting deposition outlines for Johana Villagomez; researched topics for examination re class representative claims.	3.60
9/4/25	Continued drafting deposition outlines for Johana Villagomez.	0.80
9/5/25	Continued refining questions to prepare for deposition of Gagandip Gill; reviewed all relevant documents and identified key areas of examination.	4.60
9/8/25	Continued deposition preparation for Gagandip Gill; organized exhibits for use during examination.	2.70
9/11/25	Reviewed Lakhbir Singh deposition transcript to evaluate testimony and confirm key admissions.	1.50
9/12/25	Reviewed and updated case strategy notes for Huerta v. Batth; evaluated best approach re outstanding tasks and case status.	1.20

9/14/25	Reviewed Defendant's discovery responses to evaluate deficiencies and determine strategy for ex parte application.	2.10
9/15/25	Drafted Declaration of Sage Stone in support of Ex Parte Application for Defendant to Relinquish Time and Payroll Records.	1.90
9/15/25	Reviewed Ex Parte Application papers to ensure legal sufficiency; evaluated best approach re same.	1.10
9/16/25	Drafted Notice of Continued Deposition of PMK – Batth Farms; reviewed and revised same.	1.60
9/16/25	Evaluated best approach re deposition strategy for continued PMK examination.	0.50
9/17/25	Prepared for deposition of Johana Villagomez; reviewed all relevant documents and identified key areas of examination.	2.30
9/18/25	Reviewed Defendant's Objection to Plaintiff's Notice of Deposition of Custodian of Records (9/18/25) to evaluate positions and determine response strategy.	0.90
9/18/25	Reviewed Defendant's Objection to Plaintiff's Notice of Deposition of PMQ (9/18/25) to evaluate positions and determine response strategy.	0.90
9/22/25	Call with Legal Director of Sikh nonprofit re progress on outreach to Central Valley Sikh Farmworkers.	0.80
9/22/25	Post-call analysis; documented community outreach progress and next steps from Sikh nonprofit meeting.	0.50
9/22/25	Reviewed Defendant's mediation brief to evaluate their positions and determine strategy for mediation.	1.70
9/22/25	Reviewed Johana Villagomez deposition transcript to evaluate testimony and confirm key admissions.	1.20
9/23/25	Reviewed Tentative Ruling (9/23/25) on Motions to Compel to evaluate court's analysis and rulings.	1.60
9/23/25	Analyzed Tentative Ruling implications for discovery compliance and determined strategy for enforcing same.	0.90
9/25/25	Reviewed introduction of Punjabi translator referred from Sikh nonprofit; coordinated translation services for upcoming October depositions.	1
9/25/25	Corresponded with Punjabi translator and Sikh nonprofit re availability for October depositions; evaluated best approach re translation logistics for Punjabi-speaking witnesses.	0.80
9/26/25	Revised deposition outline for deposition of Johana Villagomez in anticipation for today's deposition.	1.30
9/26/25	Took deposition of Johana Villagomez re translation and dissemination of individual settlement and release agreements.	3
9/29/25	Post-deposition analysis of Johana Villagomez deposition; identified key admissions in support of class certification and planned motion to invalidate release agreements.	0.90
9/29/25	Reviewed correspondence re rescheduling Batth Farms depositions; evaluated best approach re same.	0.70
9/29/25	Reviewed data entry project materials for Huerta v. Batth Farms to evaluate case damages in support of mediation.	0.70
9/30/25	Reviewed correspondence with co-counsel re mediation brief preparation; begin formulating strategy for mediation.	0.90
9/30/25	Analyzed deposition transcripts of Singh and Villagomez to identify admissions supporting class certification and motion to invalidate settlement agreements.	2.10
10/1/25	Analyzed payroll data and time records to calculate class-wide damages for mediation brief.	2.30

10/2/25	Revised damages analysis section of mediation brief incorporating payroll data, time record analysis, and expert calculations.	2.60
10/3/25	Began revising Plaintiffs' Mediation Brief; reviewed and analyzed damages calculations, expert analysis, and witness statements.	3.20
10/4/25	Continued revising and finalizing Plaintiffs' Mediation Brief.	2.80
10/4/25	Reviewed and analyzed exhibits for mediation brief in support of finalizing Mediation Brief.	1.10
10/5/25	Prepared for mediation; reviewed all case materials, damages analysis, and key deposition testimony to determine negotiation strategy.	3
10/6/25	Attended mediation.	8.50
10/6/25	Reviewed Mediator's Proposal; evaluated best approach re acceptance.	0.70
10/8/25	Began drafting Memorandum of Understanding (MOU).	2.10
10/8/25	Determined strategy re MOU terms through communications with co-counsel.	0.50
10/8/25	Revised Joint Stipulation to vacate trial date.	0.20
10/10/25	Reviewed and revised MOU Draft, including addressing co-counsel edits.	1.60
10/10/25	Evaluated best strategy re final MOU terms.	0.40
10/13/25	Analyzed PAGA penalty calculations to ensure accuracy of settlement allocation for PAGA claims.	1.60
10/14/25	Reviewed PAGA notice requirements to ensure compliance with Labor Code section 2699.3 for amended claims.	1.10
10/16/25	Revised Joint Stipulation to Amend Complaint (final version); evaluated best approach re same.	1
10/20/25	Analyzed class member data to evaluate settlement allocation methodology and ensure fair distribution.	1.90
10/22/25	Reviewed settlement administrator proposals to evaluate qualifications and cost-effectiveness.	0.90
10/27/25	Reviewed and revised draft Settlement Agreement; provided detailed comments and revisions.	2.40
10/27/25	Determined strategy re Settlement Agreement terms.	0.80
10/29/25	Analyzed rental housing deduction claims to ensure settlement adequately accounts for these violations.	1.20
11/3/25	Reviewed Settlement Agreement terms re PAGA allocation to ensure compliance with Labor Code section 2699(1)(2).	1.20
11/5/25	Drafted analysis of cy pres distribution provisions to ensure compliance with applicable law.	1.10
11/12/25	Analyzed class notice provisions to ensure adequacy under Dunk v. Ford Motor Co. standards.	1.50
11/13/25	Reviewed agreed-to amendments to settlement agreement and execution of same to ensure completeness.	0.80
11/14/25	Reviewed supplemental declaration prepared by team to evaluate sufficiency for filing.	1
11/17/25	Drafted analysis of attorney fees lodestar for Motion for Preliminary Approval.	1.60
11/18/25	Reviewed Settlement Agreement with Defense edits to evaluate proposed changes.	1.10
11/18/25	Reviewed co-counsel's further revisions; determined strategy re same.	1.10
11/19/25	Analyzed settlement fund allocation to ensure adequacy of payments to class members relative to estimated damages.	1.50
11/21/25	Reviewed multiple versions of Settlement Agreement incorporating revisions from all parties to evaluate best approach re final terms.	1.90

11/21/25	Determined strategy re final Settlement Agreement terms; reviewed and approved drafts.	1.10
11/24/25	Drafted Motion for Preliminary Approval; reviewed applicable legal standards under Kullar v. Foot Locker Retail.	2.30
11/25/25	Revised Motion for Preliminary Approval; incorporated analysis of settlement fairness factors.	1.50
12/1/25	Drafted Declaration of Sage Stone in support of Motion for Preliminary Approval.	1.90
12/2/25	Revised Declaration of Sage Stone in support of MPA; incorporated additional factual detail.	0.90
12/3/25	Reviewed class notice forms and claim forms for adequacy and compliance with court requirements.	1.20
12/5/25	Analyzed settlement agreement provisions re release scope to ensure claims are adequately resolved.	1.30
12/8/25	Reviewed Proposed Order Granting Preliminary Approval; evaluated completeness.	0.90
12/10/25	Drafted Memorandum of Points and Authorities in support of Motion for Preliminary Approval.	2.40
12/11/25	Revised Memorandum of Points and Authorities; incorporated additional case authority and factual support.	1.50
12/15/25	Reviewed final Motion for Preliminary Approval papers to ensure completeness and legal sufficiency.	1.60
12/17/25	Drafted attorney time summary and lodestar calculation for fee petition component of MPA.	1.70
12/18/25	Revised attorney time summary; verified accuracy of time entries and hourly rate calculations.	0.90
12/22/25	Reviewed stipulation to continue class certification filing deadline; evaluated best approach re same.	0.50
1/5/26	Reviewed Long Form Settlement Agreement to evaluate completeness and compliance with MOU terms.	1.90
1/6/26	Revised Long Form Settlement Agreement; drafted comments on outstanding provisions.	1.20
1/8/26	Analyzed class data for settlement administration purposes to ensure accurate identification of class members.	1.50
1/12/26	Reviewed settlement administrator's proposed notice plan to evaluate adequacy of class notice procedures.	1.10
1/14/26	Drafted supplemental declaration in support of Motion for Preliminary Approval addressing settlement fairness factors.	1.60
1/15/26	Revised supplemental declaration; incorporated additional analysis of class recovery relative to maximum damages.	0.90
1/20/26	Reviewed final Settlement Agreement with all-party signatures to ensure completeness.	0.80
1/22/26	Prepared for Motion for Preliminary Approval hearing; reviewed all filed papers and anticipated questions from the court.	2.30
1/23/26	Continued hearing preparation; reviewed case law on preliminary approval standards for contested provisions.	1.50
		Total Time Spent
		362.40

Zachary T. Gershman

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
4/14/25	Reviewed Class Action Complaint (6/24/21) and First Amended Complaint (3/14/23) to evaluate claims asserted and class definition.	2
4/15/25	Reviewed Defendant's Answer and affirmative defenses to evaluate litigation risks and determine strategy for overcoming same.	1.50
4/16/25	Reviewed prior case management statements and court orders to evaluate litigation history and discovery posture.	1.80
4/17/25	Reviewed discovery propounded and received to date to identify evidentiary gaps and determine discovery strategy.	2
4/18/25	Reviewed E-Service documents for Huerta et al. v. Batth Farms, Inc. to evaluate case posture and determine next steps.	1.30
4/21/25	Reviewed E-Service filings and case documents to evaluate discovery status and identify outstanding issues.	1.50
4/21/25	Analyzed Defendant's time records and payroll data to identify patterns of wage and hour violations across class members.	2.20
4/22/25	Prepared for team strategy meeting with Sage Stone and co-counsel re class certification.	1.30
4/22/25	Team meeting with Sage Stone and co-counsel Rafael Yedoyan re class certification strategy; discussed evidence requirements, discovery needs, and deposition plan.	0.80
4/22/25	Post-meeting debrief; documented assigned tasks and deadlines from team meeting.	0.70
4/23/25	Researched IWC Wage Order No. 14 provisions on employer-provided housing to evaluate potential rental housing deduction claims.	1.80
4/24/25	Analyzed Defendant's pay stubs to identify improper deductions, including housing, tools, and transportation charges.	2
4/25/25	Researched case law on rounding policies in agricultural employment contexts to support class certification arguments.	1.80
4/28/25	Drafted analysis of Defendant's payroll data identifying overtime calculation errors across class members.	2.20
4/30/25	Coordinated deposition preparation logistics for Feliciano Barrios; reviewed client file in support of deposition strategy.	2
5/1/25	Continued deposition preparation for Feliciano Barrios; coordinated scheduling with clients and interpreter.	1.50
5/2/25	Researched ruling on Motions for Class Certification by Judge D.T. to evaluate best approach re class certification strategy; forwarded analysis to team.	1.80
5/2/25	Analyzed Defendant's on-duty meal period agreements to evaluate enforceability under Brinker Restaurant Corp. v. Superior Court.	1.50
5/5/25	Participated in Meet and Confer with opposing counsel re discovery response deficiencies to determine strategy for compelling further responses.	1.30
5/5/25	Coordinated deposition preparation scheduling with clients to evaluate readiness for upcoming depositions.	1
5/6/25	Obtained documents from additional plaintiff Antonio Diaz in support of class claims analysis.	0.70
5/7/25	Analyzed Defendant's time records for systematic meal period violations to support class certification arguments.	2
5/8/25	Researched Labor Code section 1198 and Wage Order No. 14 re employer-provided rental housing deductions to support claim analysis.	1.70

5/9/25	Reviewed discovery responses and drafted meet and confer correspondence to opposing counsel re deficiencies in Defendant's responses.	1.90
5/12/25	Analyzed Defendant's settlement agreements with former employees to evaluate impact on class claims and potential release issues.	1.80
5/13/25	Researched case law on enforceability of individual settlement agreements in class actions to determine strategy for class certification.	1.50
5/14/25	Drafted Opposition to Defendant's Request for Pretrial Discovery Conference re Barrios deposition location; researched CCP section 2025.250.	2.30
5/14/25	Revised Opposition to Defendant's Request for Pretrial Discovery Conference re Barrios deposition.	1
5/15/25	Prepared for call with co-counsel re discovery, depositions, and class certification timeline.	1
5/15/25	Call to develop strategy for discovery, depositions, declarations, and class certification.	0.80
5/15/25	Post-call analysis; documented assigned tasks re meet and confer strategy, deposition notices, and witness contact plan.	0.70
5/20/25	Begin analyzing Defendant's payroll records for meal period violation patterns across the putative class.	2
5/21/25	Reviewed Norberto Huerta deposition transcript to evaluate testimony and identify key admissions in support of class claims.	2.70
5/22/25	Participated in call with economist Jeffrey S. Petersen re damages analysis for class certification to determine best approach for expert retention.	0.80
5/22/25	Prepared and distributed IDC notes to team; drafted postcard and email copy for class member outreach.	1.50
5/23/25	Drafted detailed IDC notes summarizing discovery disputes and outcomes for team strategy development.	1.30
5/27/25	Prepared for Meet and Confer call with opposing counsel re discovery disputes.	1
5/27/25	Participated in Meet and Confer call with opposing counsel re outstanding discovery issues.	0.80
5/27/25	Post-call analysis; documented agreements reached and outstanding disputes from M&C call.	0.70
5/28/25	Reviewed draft witness declarations for class certification to evaluate sufficiency of supporting testimony.	1.90
5/29/25	Organized communication with putative class members for declarations, ensuring compliance with non-solicitation rules and ethical obligations.	1.30
5/29/25	Coordinated litigation hold documents re plaintiff and defendant records preservation.	0.80
5/30/25	Coordinated Spanish translation of witness statements through Bibiyan Law Group to ensure accuracy and admissibility of declarations.	1.10
6/2/25	Reviewed Juan Carlos Moreno Lopez deposition transcript to identify key testimony and admissions in support of class certification.	2.50
6/2/25	Coordinated with deposition service providers re scheduling and logistics for upcoming depositions.	0.70
6/3/25	Prepared for and monitored Lakhbir Singh remote deposition; coordinated logistics for same.	2.90
6/4/25	Created and tracked witness lead information for Bryan Alejandro Calvario Ferrer and Elias Moreno Martinez in support of class certification witness development.	1.30
6/5/25	Reviewed hearing tentatives to evaluate best approach re upcoming court appearances.	0.70

6/5/25	Added detailed notes on witness Dudies Mchaney in support of declaration project.	0.50
6/6/25	Coordinated witness development for Humberto Cardoso Benavides and Lewis S. Serrano in support of class certification.	1
6/6/25	Reviewed Lakhbir Singh deposition transcript to identify key admissions re timekeeping practices, meal breaks, and rounding policies.	2.30
6/9/25	Analyzed Defendant's time records for rounding policy impact on class members' compensable hours.	2
6/10/25	Researched Sikh community organizations in Central Valley to support class member outreach strategy for Punjabi Sikh farmworkers.	1
6/10/25	Participated in team meeting re witness contact strategy; coordinated witness outreach assignments.	1.30
6/11/25	Participated in call with economist re damages analysis methodology for class certification.	0.80
6/11/25	Added Ricardo C. Palominos as witness for declaration project; coordinated outreach.	0.70
6/12/25	Prepared for call with co-counsel re case strategy and class certification timeline.	0.80
6/12/25	Call with Sage Stone and co-counsel Rafael Yedoyan re case strategy; discussed amended complaint, discovery litigation, and class certification.	0.80
6/12/25	Post-call debrief; initiated IDC request for further discovery dispute resolution.	0.70
6/13/25	Drafted Joint CMC Statement summarizing Plaintiffs' litigation position and discovery status for June 26 CMC.	2
6/13/25	Revised Joint CMC Statement; incorporated co-counsel's comments.	0.80
6/16/25	Drafted Separate Statement for Informal Discovery Conference in support of Motion to Compel.	2.90
6/17/25	Drafted Separate Statement for Motion to Compel Further Responses to Form Interrogatories.	2.30
6/18/25	Drafted Joint Statement on discovery issues for IDC submission; evaluated best approach re expert availability for class certification analysis.	2.30
6/19/25	Drafted Separate Statement for Motion to Compel Further Responses to Requests for Production of Documents.	2.70
6/19/25	Revised Separate Statement for Motion to Compel re RFPs; strengthened factual recitations.	1.20
6/20/25	Drafted Motion to Compel Initial Responses to Requests for Production of Documents (RPDs); researched legal authority in support of same.	3.50
6/20/25	Drafted Motion to Compel Responses to Special Interrogatories (SROGs); researched legal authority in support of same.	2.90
6/20/25	Evaluated best approach re data analyst retention for class certification analysis; obtained quotes from Laura Steiner and Sean Chasworth.	1
6/23/25	Obtained quotes from data analysts for class certification hearing in support of evaluating expert retention strategy.	1.30
6/24/25	Reviewed and tracked motions scheduled for September 24, 2025 hearing to determine strategy re hearing preparation.	1
6/25/25	Assisted with preparation of Ex Parte Application to Advance Hearing Date; gathered supporting documentation.	1.80
6/25/25	Researched requirements for ex parte relief under CRC 3.1202 in support of application to advance hearing date.	1.30
6/26/25	Evaluated best approach re hearing preparation and trial strategy with Sage Stone.	1.30

6/26/25	Reviewed Lakhbir Singh deposition errata and R&S letter to evaluate impact on class certification arguments.	0.70
6/26/25	Reviewed Declaration of Sage Stone in support of Ex Parte Application for completeness and accuracy.	1
6/27/25	Reviewed Ex Parte Application and Proposed Order for filing; verified compliance with CRC requirements.	1.20
7/1/25	Reviewed Minute Order (7/2/25) granting Ex Parte Application and advancing hearing to July 29; evaluated impact on preparation timeline.	0.70
7/2/25	Drafted Errata Sheet re deposition transcript corrections to ensure accuracy of record.	1
7/3/25	Researched legal authority on discovery sanctions under CCP sections 2030.300 and 2031.310 in support of reply brief preparation.	2
7/7/25	Analyzed Defendant's payroll records to identify new PAGA violations including heat break violations under Labor Code section 226.7.	2.30
7/8/25	Reviewed Defendant's heat illness prevention policies to evaluate compliance with Cal/OSHA regulations and Title 8 CCR section 3395.	1.70
7/9/25	Drafted analysis of expanded PAGA claims incorporating violations of Labor Code sections 221, 1198, and IWC Wage Order No. 14.	2.20
7/10/25	Compiled list of renters associated with Batth Farms for damages and class definition analysis.	1.50
7/10/25	Reviewed and responded to further discovery issues re Motion to Compel RFPs to evaluate best approach re reply.	1.30
7/11/25	Researched statutory requirements for amending PAGA claims to include additional Labor Code violations; assisted with amended PAGA letter.	2.30
7/14/25	Analyzed Defendant's payroll data to calculate PAGA penalties for newly identified violations across all aggrieved employees.	2
7/15/25	Prepared for call with co-counsel re class certification timeline and expert coordination.	0.70
7/15/25	Call with Sage Stone and co-counsel Rafael Yedoyan re class certification timeline; discussed deposition plan and discovery of landlord-tenant claims.	0.80
7/15/25	Post-call debrief; documented strategy decisions and assigned tasks.	0.50
7/16/25	Reviewed and analyzed Defendant's opposition to Motions to Compel to evaluate best approach re reply brief.	2.70
7/17/25	Drafted analysis of reply briefs on Motions to Compel; provided strategy recommendations to team.	2.90
7/18/25	Prepared background materials on Punjabi Sikh farmworker class members for Sikh Coalition meeting to support community outreach strategy.	0.80
7/18/25	Drafted Reply Brief in support of Motion to Compel Further Responses to Special Interrogatories.	2.70
7/18/25	Revised Reply Brief re SROGs; incorporated additional case authority.	1
7/21/25	Drafted Reply Brief in support of Motion to Compel Further Responses to Requests for Production of Documents.	2.80
7/21/25	Revised Reply Brief re RFPs; incorporated additional case authority and refined arguments.	1.20
7/22/25	Coordinated case document preparation and organization in support of reply brief drafting.	1.30
7/23/25	Reviewed filed Reply Briefs and Declaration of Sage Stone to ensure completeness and consistency.	1.20
7/25/25	Assisted with preparation of deposition outlines for upcoming depositions; researched applicable examination topics.	2

7/28/25	Prepared for hearing on Motions to Compel scheduled for July 29; reviewed all motion papers and organized hearing binder.	2.50
7/29/25	Attended hearing on Motions to Compel Further Responses (FROGs, SROGs, RFPs) before Judge Tharpe.	2.30
7/29/25	Post-hearing analysis; documented court's rulings and determined strategy for compliance.	1
8/1/25	Analyzed court's rulings on Motions to Compel to determine strategy for enforcing compliance with discovery orders.	1.30
8/4/25	Coordinated e-service and court filing procedures for discovery motions.	0.80
8/5/25	Reviewed Defendant's supplemental discovery responses produced pursuant to court order to evaluate completeness.	1.80
8/6/25	Reviewed Draft Joint Common Interest Agreement from Sikh Coalition to evaluate terms of outreach arrangement for Punjabi Sikh farmworker class members.	1
8/6/25	Analyzed newly produced payroll records for patterns of wage violations to support class certification.	2.20
8/7/25	Reviewed Defendant's housing agreements and rental deduction records to evaluate rental housing claims.	1.70
8/11/25	Analyzed time records produced pursuant to court order to identify rest period violations across class.	2
8/12/25	Reviewed incoming court e-service documents to evaluate best approach re discovery conference.	0.70
8/13/25	Drafted memorandum analyzing newly produced payroll data in support of class certification arguments.	2.30
8/14/25	Reviewed court correspondence and discovery conference materials to determine strategy for pre-trial conference.	1.10
8/18/25	Analyzed Defendant's time record production to evaluate completeness for all class members during class period.	1.80
8/19/25	Reviewed incoming court e-service documents; evaluated best approach re outstanding motions.	0.70
8/21/25	Participated in preparation for Request for Pre-Trial Discovery Conference; reviewed supporting materials.	2
8/25/25	Researched Punjabi-language resources and translation services to support class member outreach and deposition preparation for Punjabi-speaking witnesses.	1.20
8/25/25	Analyzed Defendant's payroll records for systemic overtime calculation errors to support damages model.	2
8/26/25	Reviewed class member declarations to evaluate sufficiency of evidence for class certification.	1.70
8/27/25	Assisted with preparation of deposition outlines for Gagandip Gill; researched topics for examination.	2.20
8/28/25	Reviewed motion ruling updates and court orders to evaluate impact on discovery timeline and determine strategy.	1.30
9/2/25	Assisted with preparation of deposition outlines for Lakhbir Singh; researched examination topics.	1.80
9/3/25	Drafted deposition outlines for Johana Villagomez; researched topics for examination re class representative claims.	2
9/4/25	Coordinated deposition scheduling for upcoming depositions to determine logistics and preparation timeline.	1.30
9/5/25	Prepared for depositions of Gagandip Gill and Lakhbir Singh; organized exhibits and supporting documents.	2.70

9/8/25	Continued deposition preparation; coordinated interpreter services and logistics for Gill and Singh depositions.	1.70
9/9/25	Attended deposition of Gagandip Gill; assisted with examination and document management.	4.80
9/9/25	Reviewed and analyzed time records sampling for damages analysis to evaluate class-wide damages methodology.	2.30
9/10/25	Attended deposition of Lakhbir Singh; assisted with examination and document management.	4.80
9/10/25	Post-deposition analysis of Gill and Singh depositions; identified key admissions.	1.20
9/11/25	Prepared Ex Parte Application materials for court; drafted supporting papers and coordinated filing.	3.20
9/11/25	Researched survey methodology for class certification in support of evaluating expert retention strategy.	1.30
9/12/25	Reviewed Gagandip Gill deposition transcript to evaluate testimony and confirm key admissions.	1.80
9/12/25	Reviewed Lakhbir Singh deposition transcript to evaluate testimony and confirm key admissions.	1.50
9/15/25	Submitted Ex Parte materials; coordinated scanning and organization of additional records for filing.	1.80
9/16/25	Reviewed new deposition notices and coordinated scheduling for additional depositions.	1.30
9/17/25	Prepared for deposition of Johana Villagomez; organized exhibits and supporting documents.	2.30
9/18/25	Coordinated logistics for Kaur Singh and additional witness depositions; evaluated best approach re deposition strategy.	1.10
9/18/25	Reviewed Defendant's Objections to Notices of Deposition of Custodian of Records and PMQ (9/18/25) to evaluate positions and determine response strategy.	1.50
9/19/25	Attended deposition of Johana Villagomez; assisted with examination and document management.	4.80
9/19/25	Post-deposition analysis of Villagomez deposition; identified key admissions in support of class certification.	1
9/22/25	Reviewed Johana Villagomez deposition transcript to evaluate testimony and confirm key admissions.	1.50
9/23/25	Reviewed Tentative Ruling (9/23/25) on Motions to Compel to evaluate court's analysis and rulings.	1.80
9/23/25	Analyzed Tentative Ruling implications for discovery compliance and determined strategy for enforcing same.	1
9/24/25	Analyzed all three deposition transcripts (Gill, Singh, Villagomez) to identify common themes supporting class certification.	2.30
9/25/25	Coordinated Punjabi translator logistics for upcoming October depositions; evaluated interpreter availability and qualifications for Punjabi-speaking witnesses.	0.90
9/26/25	Prepared for Meet and Confer with opposing counsel re Batth's further discovery responses.	1.30
9/26/25	Conducted Meet and Confer with opposing counsel re Defendant's further discovery response deficiencies.	0.80
9/26/25	Post-call analysis; documented outstanding discovery disputes and evaluated best approach re further motion practice.	0.70

9/29/25	Reviewed correspondence re mediation preparation and rescheduling of depositions; evaluated best approach re same.	1.20
10/1/25	Analyzed payroll data and time records to calculate class-wide damages for mediation brief.	2.50
10/2/25	Drafted damages analysis section of mediation brief incorporating payroll data and expert calculations.	2.70
10/3/25	Assisted with preparation of Plaintiff's Mediation Brief; reviewed and analyzed damages calculations and witness statements.	3.80
10/4/25	Continued assisting with mediation brief preparation; organized exhibits and supporting materials for submission.	2.70
10/5/25	Prepared for mediation; reviewed all case materials, deposition testimony, and damages analysis to determine negotiation strategy.	3.80
10/6/25	Attended mediation.	8.50
10/7/25	Post-mediation debrief; documented settlement terms and evaluated best approach re next steps.	1.30
10/8/25	Participated in post-settlement team coordination; reviewed Memorandum of Understanding terms to ensure accuracy.	1.50
10/10/25	Reviewed and revised MOU drafts; provided comments on settlement terms.	1.50
10/13/25	Analyzed PAGA penalty calculations to ensure accuracy of settlement allocation for PAGA claims.	1.80
10/14/25	Reviewed PAGA notice requirements to ensure compliance with Labor Code section 2699.3.	1.20
10/20/25	Analyzed class member data to evaluate settlement allocation methodology.	2
10/22/25	Reviewed settlement administrator proposals to evaluate qualifications and cost-effectiveness.	1
11/3/25	Reviewed Settlement Agreement terms re PAGA allocation to ensure compliance with Labor Code section 2699(1)(2).	1.30
11/5/25	Drafted analysis of cy pres distribution provisions to ensure compliance with applicable law.	1.20
11/7/25	Reviewed tentative ruling and department directions for MPA hearing to evaluate best approach re hearing preparation.	1.30
11/10/25	Analyzed class notice provisions to ensure adequacy under Dunk v. Ford Motor Co. standards.	1.50
11/13/25	Reviewed agreed-to amendments to settlement agreement to ensure completeness.	0.80
11/14/25	Drafted analysis of attorney fees lodestar for Motion for Preliminary Approval.	1.80
11/18/25	Reviewed Settlement Agreement with all-party edits to evaluate proposed changes and determine strategy re response.	1.90
11/19/25	Analyzed settlement fund allocation to ensure adequacy of payments to class members.	1.50
11/21/25	Reviewed multiple versions of Settlement Agreement to evaluate best approach re final terms.	1.80
11/24/25	Assisted with drafting Motion for Preliminary Approval; researched applicable legal standards.	2.50
11/25/25	Revised Motion for Preliminary Approval; incorporated analysis of settlement fairness factors.	1.50
12/1/25	Drafted Declaration of Zachary Gershman in support of Motion for Preliminary Approval.	2.20
12/2/25	Revised Declaration of Zachary Gershman; incorporated additional factual detail.	1

12/3/25	Reviewed class notice forms and claim forms for adequacy and compliance with court requirements.	1.30
12/5/25	Analyzed settlement agreement provisions re release scope to ensure claims adequately resolved.	1.50
12/8/25	Reviewed Proposed Order Granting Preliminary Approval; evaluated completeness.	1
12/10/25	Assisted with drafting Memorandum of Points and Authorities in support of Motion for Preliminary Approval.	2.70
12/11/25	Revised Memorandum of Points and Authorities; incorporated additional case authority.	1.50
12/15/25	Reviewed final Motion for Preliminary Approval papers to ensure completeness and legal sufficiency.	1.70
12/17/25	Drafted attorney time summary and lodestar calculation for fee petition.	2
12/18/25	Revised attorney time summary; verified accuracy of entries and hourly rate calculations.	1
1/5/26	Reviewed Long Form Settlement Agreement to evaluate completeness and compliance with MOU terms.	2.30
1/6/26	Revised Long Form Settlement Agreement; drafted comments on outstanding provisions.	1.30
1/8/26	Analyzed class data for settlement administration purposes to ensure accurate identification of class members.	1.70
1/12/26	Reviewed settlement administrator's proposed notice plan to evaluate adequacy of class notice procedures.	1.20
1/14/26	Drafted supplemental declaration in support of Motion for Preliminary Approval.	1.80
1/15/26	Revised supplemental declaration; incorporated additional analysis of class recovery.	1
1/20/26	Reviewed final Settlement Agreement with all-party signatures to ensure completeness.	0.80
1/22/26	Prepared for Motion for Preliminary Approval hearing; reviewed all filed papers and anticipated questions.	2.50
1/23/26	Continued hearing preparation; reviewed case law on preliminary approval standards.	1.70
		Total Time Spent
		324.50

Alexandra Rose

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
10/8/25	Received and reviewed initial case information; assigned case to attorney; reviewed and revised MOU	1.50
10/10/25	Emails to counsel	0.20
10/12/25	Internal discussion re settlement	0.50
11/21/25	Reviewed and revised settlement agreement	2.50
1/30/25	Internal discussions; email to mediator	0.60
2/17/26	Reviewed settlement agreement; internal discussions re same	0.50
3/2/26	Reviewed settlement agreement; internal discussions re same	0.50
3/27/26	Email f/u to OC	0.10
4/2/26	Reviewed and revised class notice	1

4/8/26	Reviewed edits to class notice; internal discussion re same	0.40
4/16/26	Reviewed notice of settlement	0.40
4/17/26	Reviewed email re notice of settlement	0.10
5/8/26	Email f/u to OC	0.10
5/13/26	Received and reviewed fully executed settlement agreement	0.20
8/12/26	Reviewed and revised dismissal papers and amended complaint	2
8/13/26	Reviewed and revised class notice	0.60
9/17/26	Reviewed and revised MPA papers	5.40
		Total Time Spent
		16.60

Jasmine Y. Kianfard

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
10/21/25	Followed up on MOU	0.10
11/18/2025	Revised Settlement Agreement	1
11/21/25	Sent Settlement Agreement to Co-Counsel	0.10
11/25/25	Sent Settlement Agreement to all Counsel	0.10
12/4/25	Followed up re Settlement Agreement	0.10
12/22/25	Followed up re Settlement Agreement by phone and email	0.10
01/6/26	Followed up re Settlement Agreement by phone and email	0.10
01/08/26	Followed up re Settlement Agreement by phone and email	0.10
01/12/26	Followed up re Settlement Agreement by phone and email	0.10
01/20/26	Followed up re Settlement Agreement by phone and email	0.10
01/21/26	Followed up re Settlement Agreement by phone and email	0.10
01/26/26	Drafted email to the mediator	0.10
01/30/26	Emailed mediator for assistance	0.10
02/02/26	Followed up with mediator	0.10
02/11/26	Reviewed Comments to Settlement Agreement	0.30
02/18/26	Sent comments to Settlement Agreement to Co Counsel and confirmed costs	0.10
02/23/26	Sent Defense Counsel Settlement Agreement comments	0.10
02/25/26	Followed up re Settlement Agreement	0.10
02/27/26	Followed up re Settlement Agreement	0.10
03/02/26	Reviewed comments to Settlement Agreement	0.30
03/02/26	Sent Co-Counsel Settlement Agreement	0.30
03/02/26	Confirmed translation is needed for notice and sent for quotes	0.20
03/03/26	Sent Defense Settlement Agreement and quotes	0.10
03/05/26	Followed up on Settlement Agreement	0.10
03.09.26	Reserved mpa hearing date and calendared	0.10
03/11/26	Followed up on finalizing Settlement Agreement	0.10
03/12/26	Followed up on finalizing Settlement Agreement	1
03/13/26	Followed up on finalizing Settlement Agreement	0.10
03/16/26	Followed up on finalizing Settlement Agreement	0.10
03/17/26	Followed up on finalizing Settlement Agreement	0.10
03/20/26	Followed up on finalizing Settlement Agreement	0.10
03/23/26	Rescheduled MPA hearing	0.10
03/24/26	Followed up on finalizing Settlement Agreement	0.10
03/24/26	Asked for Declarations	0.10

03/30/26	Followed up on finalizing Settlement Agreement	0.10
03/31/26	Followed up on finalizing Settlement Agreement	0.10
04/01/26	Drafted and sent Class Notice for review	1.0
04/02/26	Followed up re Settlement Agreement and sent Class Notice	0.10
04/06/26	Followed up re Settlement Agreement and sent Class Notice	0.10
04/07/26	Reviewed revisions to Class Notice	0.20
04/08/26	Sent final Settlement Agreement and Class Notice to all Counsel (w/exhibits)	0.20
04/12/26	Asked for admin declaration	0.10
04/12/26	Sent Settlement for signatures	0.10
04/12/26	Drafted/Sent a plaintiff declaration for deceased plaintiff for review internally	0.30
04/13/26	Drafted MPA Papers	4.0
04/16/26	Drafted Notice of Settlement	0.30
04/17/26	Sent Co-Counsel an email detailing our plan on how to handle deceased plaintiff	0.30
04/17/26	Sent All Counsel the plan on how to handle deceased plaintiff	0.30
04/23/26	Followed up via phone	0.10
05/13/26	Finalized Settlement Agreement/Notice (fully executed)	0.10
08/04/26	Call w/Co-Counsel re deceased Plaintiff	0.20
08/07/26	Located deceased plaintiff's estate contact and spoke with her	2
08/07/26	Emailed deceased plaintiff's contact a conversation summary	0.20
08/07/26	Drafted dismissal papers and sent for review	1
08/11/26	Drafted Amended SA, Class Notice and SAC	1
08/13/26	Sent Amended SA, Class Notice and SAC to all Counsel	0.10
08/26/26	Followed up w/Counsel re dismissal papers	0.10
09/16/26	Requested Declarations from all counsel & expert	1
09/18/26	Compiled MPA for filing	1
		Total Time Spent
		17.30

EXHIBIT 8

Date	Type of Expense	Description of Expense	Amount
<i>Huerta, et al. v. Batth Farms</i>			
5/13/2025	Other	Lunch heading into Fresno for Batth Farms Deposition (Panda Express)	\$10.07
5/13/2025	Other	464 miles to, around, and back from Fresno for Batth Farms Deposition	\$264.48
5/13/2025	Other	Dinner in Fresno for Deposition Travel, Ono Hawaiian BBQ, Batth Farms Deposition	\$18.94
5/14/2025	Other	Dinner during Batth Farms Deposition travel -- Phoenician Garden	\$483.05
5/14/2025	Other	Lunch for Batth Farms Depositions in Fresno, O-Iza	\$32.58
5/15/2025	Other	Firestone Grill Dinner after Deposition -- Batth Farms	\$29.18
5/15/2025	Other	Lunch WITH client at Wasabi off the Hook, Batth Farms Deposition	\$42.68
5/19/2025	Filing	Steno - Request for Pretrial Discovery	\$59.95
5/20/2025	Filing	Steno - Opposition to Request for Pretrial Discovery	\$99.95
6/16/2025	Filing	Steno - Request for Pretrial Discovery	\$59.95
6/17/2025	Filing	Steno - NRA	\$59.95
6/23/2025	Filing	Steno - Joint CMCS	\$119.90
6/26/2025	Filing	Steno - Order Regarding Remote Appearance	\$59.95
6/26/2025	Filing	Steno - Order Regarding Remote Appearance	\$99.95
6/26/2025	Filing	Steno - Order Regarding Remote Appearance	\$59.95
6/27/2025	Filing	Steno - Deposition LAKHBIR SINGH	\$7,960.00
6/30/2025	Filing	Steno - Motion papers	\$140.95
6/30/2025	Filing	Steno - Ex Parte Application	\$81.00
6/30/2025	Filing	Steno - Motion papers	\$140.95
6/30/2025	Filing	Steno - Motion papers	\$140.95
7/1/2025	Filing	Steno - Motion papers	\$140.95
7/10/2025	Filing	Steno - Notice of Remote Appearance; Order	\$99.95
7/23/2025	Filing	Steno - Copy Job	\$1,097.40
7/23/2025	Filing	Steno - Reply to Defendant's Opposition	\$99.95
7/25/2025	Filing	Steno - Motion to Compel	\$180.95
7/28/2025	Filing	Steno - Motion to Compel	\$241.00
7/31/2025	Filing	Steno - Notice of Remote Appearance	\$59.95
8/1/2025	Filing	Steno - Order Regarding Remote Appearance	\$59.95
8/8/2025	Other	Payment to ILYM Group, Inc.	\$745.40
8/15/2025	Filing	Steno - POS	\$59.95
8/19/2025	Filing	Steno - Notice of Remote Appearance; Order	\$59.95
8/25/2025	Filing	Steno - Request for Pretrial Discovery	\$59.95
9/11/2025	Filing	Steno - Notice of Withdrawal of Request for Pretrial Discovery	\$59.95
9/15/2025	Filing	Steno - Personal Service	\$246.25
9/15/2025	Filing	Steno - Personal Service	\$235.25
9/15/2025	Filing	Steno - Notice of Remote Appearance; Order	\$59.95
9/16/2025	Filing	Steno - Notice of Remote Appearance; Order	\$59.95
9/16/2025	Filing	Steno - Notice of Remote Appearance; Order	\$59.95
9/16/2025	Filing	Steno - Plaintiff's Notice of Ex Parte	\$195.00
9/23/2025	Filing	Payment to Signature Resolution	\$7,866.25
9/29/2025	Filing	Steno - Plaintiff's Notice of Ex Parte	\$180.95
9/30/2025	Filing	Steno - Deposition - GAGANDIP K. GILL	\$705.00
10/8/2025	Filing	Steno - Copy Job	\$8,250.40
10/10/2025	Filing	Steno - Deposition - JOHANA VILLAGOMEZ	\$3,858.40
5/14/2026	Filing	Steno - Notice of Settlement	\$99.95
5/18/2026	Filing	Steno - Notice of Remote Appearance	\$99.95
8/17/2026	Filing	Steno - Statement re Dismissal	\$59.95
8/24/2026	Filing	Steno - Notice of Remote Appearance	\$59.95
9/18/2026	Other	Payment to Phillips, Fractor & Company, LLC	\$2,400.00
		TOTAL:	\$37,366.83

EXHIBIT 9

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Vie 18 Sep 2026 14:57

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

09/18/2026 02:57:07 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/18/2026 02:57:07 PM your Proposed Settlement was successfully processed for case number LWDA-CM-809028-20

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)