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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF TULARE**

RAFAEL MARQUEZ AMARO; JAVIER BARRERA, as individual, on behalf of themselves and others similarly situated,

PLAINTIFFS,

v.

BEE SWEET CITRUS, INC.; and DOES 1-10, inclusive,

DEFENDANTS.

CASE NO. VCU334070

[Case Assigned for All Purposes to Hon. Nathan D. Ide in Dept. 7]

**DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

*[Filed concurrently with Motion for Preliminary Approval of Settlement and [Proposed] Order Thereon]*

Date: December 21, 2026
Time: 8:30 AM
Dept.: 7

Complaint Filed: April 22, 2026
Trial Date: None Set

## DECLARATION OF KELSEY M. SZAMET

I, Kelsey M. Szamet, state and declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in the law firm of Kingsley Szamet Employment Lawyers, counsel of record for Plaintiff in this action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following.

2. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

3. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement in the above-captioned case.

## FACTUAL BACKGROUND

4. On or about March 11, 2021, Plaintiffs filed a Class Action Complaint against Defendant in the United States District Court, Eastern District of California, Case No. 1:21-cv-00382-JLT-EPG, alleging that Defendant: (1) violation of Migrant and Seasonal Agricultural Worker Protection Act; (2) failure to pay wages and/or overtime under California Labor Code sections 510, 511, 1194, and 1199; (3) failure to provide rest breaks pursuant to California Labor Code section 226.7; (4) failure to reimburse expenses pursuant to California Labor Code section 2802; (5) failure to issue accurate itemized wage statements pursuant to California Labor Code section 226(a); (6) penalties under California Labor Code section 203; (7) violation of California Business & Professions Code section 17200; and (8) penalties pursuant to California Labor Code section 2699, et seq. On the same day, Plaintiffs filed a PAGA Claim Notice to the LWDA. ("*Federal Case*")

5. There were extensive pleadings challenges in the Federal Case, but they have all now been resolved.

6. After the Court denied Bee Sweet's Motion to Dismiss and Rule 11 motion, Bee Sweet filed its Answer and filed a "Cross-Claim and Impleader for Indemnity, Contribution, and Declaratory Relief" against the three labor contractors described in the Complaint: Eduardo Soto, FLC-RB, and AGR Contracting. Then Eduardo Soto filed his Answer on August 14, 2023, and AGR Contracting filed its Answer on September 25, 2023. After further investigation, Bee Sweet filed a dismissal of FLC-RB without prejudice.

7. On August 31, 2022, Bee Sweet filed a Cross- Complaint against Plaintiffs entitled "Counterclaim for Injunctive Relief and Declaratory Relief Regarding Unconstitutionality of California Labor Code Section 2810.3(b)(1)" alleging due process and other constitutional violations under 28 U.S.C. § 1983 and the Fifth and Fourteenth and Eighth Amendments and the California Constitution's Due Process provisions.

8. Plaintiffs moved to dismiss the Cross-Complaint on September 21, 2022.

9. On September 30, 2024, the Court dismissed Bee Sweet's cross-complaint against Plaintiffs with prejudice.

10. On October 28, 2024, Bee Sweet appealed that dismissal.

11. The appeal was dismissed on December 17, 2024, for lack of jurisdiction. Under the Agreement, the Parties have agreed to a dismissal without prejudice of the Eastern District action and all claims now pending in that action upon effectuation of the Settlement.

12. On September 2 and 27, 2022, Bee Sweet filed two different Motions for Judgment on the Pleadings and/or Total or Partial Summary Judgment on different grounds.

13. Ultimately, the Court struck Bee Sweet's first motion and denied the second.

14. On January 3, 2024, Bee Sweet filed a Motion for Summary Judgment or in the alternative Summary Adjudication.

15. Plaintiff Barrera opposed. After the parties met and conferred, Bee Sweet withdrew its MSJ without prejudice.

16. The parties have engaged in formal discovery since 2022.

17. On April 23, 2025, the Parties attended an all-day mediation with mediator Howard R. Broadman, and a second mediation session with Mr. Broadman was held on July 22, 2025,

which ultimately led to the Agreement to settle this Action.

18. As a part of the Agreement, the Parties agreed to the filing of a Class and PAGA Action alleging the same underlying claims in the Federal Case in Tulare County. ("The Action") The Agreement includes a stipulation tolling Plaintiffs' claims to March 1, 2017 for purposes of effectuating the Settlement, and Plaintiffs filed the Action in this Court on April 22, 2026.

19. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

20. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best interest of the settlement classes in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Agreement solely to avoid the cost of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth here.

**CERTIFICATION FOR SETTLEMENT PURPOSES**

21. First, Defendant has agreed in the Agreement to provide a class list to the Administrator containing the name, last known mailing address, social security number, and number of Class Period Workweeks and PAGA Pay Periods for all putative class members after issuance of the preliminary approval order.

22. Second, Settlement Class Members consist of Defendant's hourly employees, and Defendant is required to keep records of its hourly employees' names, home addresses, and social security numbers.

23. Third and finally, Defendant informally produced Plaintiff's personnel file and pay

statements, relevant policies, a sampling time and pay data, and wage statements for Settlement Class Members containing class member contact information, which confirms that all Settlement Class Members may be readily identified based on Defendant's records.

24. Plaintiffs are confident they will be able to establish that the proposed Settlement Class is ascertainable and sufficiently numerous.

25. Here, Plaintiffs argue that there are questions of law and fact common to the proposed Settlement Class that predominate over any questions affecting only individual Class Members.

26. These common questions include:

1) Whether Defendant failed to pay all wages and/or overtime compensation due;

2) Whether Defendant failed to provide lawfully required rest periods and/or failed to compensate employees one (1) hour's wages in lieu thereof;

3) Whether Defendant failed to reimburse business-related expenses;

4) Whether Defendant failed to provide accurate itemized wage statements;

5) Whether Defendant failed to pay compensation due and owing upon termination of employment;

6) Whether Defendant engaged in unfair competition; and,

7) Whether Defendant violated § 2699, et seq. of the Labor Code by engaging in the acts previously alleged.

27. Plaintiffs' challenge to Defendant's uniform policies and practices involves common factual and legal issues that are amenable to class treatment.

28. Here, Plaintiffs maintain that the proposed Settlement Class Members suffered the same injuries, in the same manner: (1) Settlement Class Members were not paid all wages/overtime; (2) Settlement Class Members did not receive their rest periods as required; (3) Settlement Class Members were not provided accurate itemized wage statements; (4) Settlement Class Members were not reimbursed for business-related expenses; (5) Settlement Class Members did not receive timely wages; and (6) Settlement Class Members were not paid all wages owed upon termination/resignation.

29. Plaintiffs allege that Settlement Class Members worked in the same capacity for the same employer and were subject to the same employment policies and practices, the questions of fact and claims regarding the status of these employees are the same for each member of the Settlement Class. Accordingly, for purposes of settlement, certification for settlement purposes is appropriate.

30. Plaintiffs worked as non-exempt employees who earned hourly wages and also were paid on a piece rate basis for picking citrus crops.

31. Plaintiffs allege that they: (1) worked without being paid all wages and/or overtime; (2) worked without being provided rest periods as required by law; (3) worked without being reimbursed for costs associated with tools, and incurred mileage from driving personal vehicle; (4) worked without being provided accurate itemized wage statements; and (5) worked without being paid all wages due upon separation. Plaintiffs also allege that they experienced derivative claims for unfair business competition (B&P Code §17200) and Labor Code §2699, et seq.

32. Plaintiffs also contend that their claims are typical of those of the Settlement Class.

33. Plaintiffs believe that they are capable of fairly representing and adequately protecting the interests of the proposed Settlement Class Members.

34. Plaintiffs' interests in this litigation are coextensive with the interests of the proposed Settlement Class Members. The members of the proposed Settlement Class all worked for Defendant during the relevant time period and incurred the same type of alleged damages with regard to Defendant's alleged violations of the law.

35. Moreover, Plaintiffs have agreed to serve as Class Representatives and have retained qualified Counsel who is experienced in prosecuting wage and hour class actions.

36. This demonstrates their commitment to bringing about the best possible results for the benefit of the proposed Settlement Class.

37. Plaintiffs have been very active participants in the litigation including having frequent contact with Settlement Class Members, responding to formal discovery, and working closely with Class Counsel to develop the theories of liability.

38. Plaintiffs have provided Class Counsel with all necessary and pertinent information. Plaintiffs also made themselves available for the mediation sessions in this matter and were informed of and involved in all of the Settlement negotiations.

39. Therefore, Plaintiffs believe that they have and will continue to adequately represent the proposed Settlement Class Members.

40. In this regard, the superiority of class treatment is evident here because individual pursuit of class members' claims may not be economically viable.

41. The only alternative to certification would be to force over 1160 employees to join this action, file individual, uniform actions, or abandon their legal rights altogether.

42. Plaintiffs maintain that this economic reality would result in a windfall for Defendant if this case were not certified.

**THE PROPOSED SETTLEMENT**

43. For purposes of Agreement, the settlement class is defined as: "All non-exempt employees of AGR Contracting who worked in the cultivation and harvest of fruit on land owned or leased by Bee Sweet Citrus, Inc. in or near Fresno, Madera, Kern and Tulare counties in California during the Class Period." ("Settlement Class Members" or "Settlement Class")

44. The Class Period is March 1, 2017 to May 1, 2024.

45. As of April 23, 2025 (the date of mediation), and based on documents and other information produced by Defendant, there are approximately 1160 Settlement Class Members.

46. For the purposes of Agreement, the aggrieved employees are defined as: "All non-exempt employees of AGR Contracting who worked in the cultivation and harvest of fruit on land owned or leased by Bee Sweet Citrus, Inc. in or near Fresno, Madera, Kern and Tulare counties in California during the PAGA Period." ("Aggrieved Employees")

47. The PAGA Period is March 11, 2020 to May 1, 2024.

48. As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross Settlement Amount of $150,000.00, which includes the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees and Litigation Expenses Payments, the Class Representative Service Payments, and the Administration Expenses

Payment.

49. The Net Settlement Amount is the Gross Settlement Amount, less the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

**_KULLAR_ ANALYSIS**

50. The proposed settlement satisfies each of these factors. Class Counsel conducted extensive formal and informal discovery before entering into meaningful settlement negotiations in this matter.

51. This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

52. Class Counsel is experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Agreement.

53. Because Defendant produced sampled, rather than class-wide time and pay data, Class Counsel's evaluation of the maximum potential exposure necessarily relied on the class-wide figures reflected in Defendant's records together with reasonable assumptions drawn from the sampled records and my experience litigating agricultural wage-and-hour class actions. Defendant's records reflect approximately 1,160 Class Members who worked 2,855 full Workweeks and 6,860 Partial Workweeks, or 9,715 total workweeks, during the Class Period. For purposes of this analysis, I assumed an average regular rate of pay of approximately $15.00 per hour across the Class Period (the agricultural minimum wage rose from $10.50 to $16.00 per hour over the Class Period, and piece-rate earnings frequently exceed the minimum wage); an average of five workdays per full Workweek and three workdays per Partial Workweek, or approximately 34,855 total workdays; and weekly pay periods.

54. On the off-the-clock and overtime claims, assuming an average of one-half hour per workday of unpaid pre-shift, mid-shift, and post-shift time (moving ladders, gathering fallen fruit, waiting to begin harvesting, and traveling between fields), the maximum exposure is approximately 17,428 hours of unpaid time, or approximately $261,000 (17,428 hours × $15.00).

55. On the rest period claim, assuming the theoretical maximum of one premium hour for every workday (i.e., a 100% violation rate), the maximum exposure is approximately $523,000 (34,855 workdays × one hour × $15.00).

56. On the expense reimbursement claim, assuming an average of $8.00 per workweek in unreimbursed expenses (approximately $5.00 per workweek for scissors, blade sharpeners, sacks, gloves, and similar tools, and approximately $3.00 per workweek for between-field vehicle use), the maximum exposure is approximately $78,000 (9,715 workweeks × $8.00).

57. On the wage statement claim, the one-year limitations period confines statutory penalties to approximately 1,355 pay periods worked by approximately 290 Class Members. At $50.00 for each employee's initial violation and $100.00 for each subsequent pay period, the maximum exposure is approximately $121,000 ((290 × $50.00) + (1,065 × $100.00)), well below the $4,000.00 per-employee cap of Labor Code section 226(e)(1).

58. On the waiting time penalty claim, assuming an average daily wage of $120.00 (eight hours × $15.00) and that approximately 600 Class Members—roughly half of the Class, consistent with the seasonal nature of agricultural harvest work—separated from employment within the three-year limitations period, the maximum exposure is approximately $2,160,000 (600 × $120.00 × 30 days). As discussed below, this penalty claim is potentially the largest single component of exposure and is also among the most vulnerable.

59. On the PAGA claim, the PAGA Period comprises approximately 58% of the Class Period, yielding an estimated 5,500 PAGA Pay Periods. At the $100.00 initial-violation rate, the maximum civil penalty exposure is approximately $550,000 per Labor Code violation. Theoretical "stacking" of penalties across multiple violations arising from the same pay periods could multiply that figure, but any such award would be subject to the heightened-rate, stacking, and judicial-reduction issues described below.

60. In the aggregate, these assumptions yield a theoretical maximum exposure of approximately $3.7 million, of which the $150,000.00 Gross Settlement Amount represents approximately 4%. The theoretical maximum, however, assumes a 100% violation rate on every claim; that Plaintiffs defeat Defendant's good faith defenses and establish knowing, intentional,

and willful violations; that civil penalties are fully stacked and not reduced; and—most critically—that Plaintiffs establish at the threshold that the Class worked on land owned or leased by Bee Sweet and that Bee Sweet is liable for the labor contractors' workforce. Applying realistic discounts to each claim—a 50% probability of certifying and prevailing on the off-the-clock and reimbursement claims; a 50% rest period violation rate combined with a 50% probability of success; a 75% discount to the wage statement and PAGA penalty claims to account for the good faith, stacking, and judicial-reduction defenses described below; and an 85% discount to the section 203 claim to account for its triple contingency—Class Counsel estimated the realistic class-wide recovery at approximately $790,000, of which the Gross Settlement Amount represents approximately 19%, before any further discount for the acute joint-employer/land-ownership threshold risk and the collectability concerns discussed below. In my experience and judgment, a settlement representing approximately 19% of the realistically recoverable amount—before accounting for those threshold liability and collectability risks—falls well within the range of reasonableness for preliminary approval.

a) The Risks Associated with the Minimum Wage/Overtime Claim

61. Plaintiffs and the Proposed Class allege that they routinely worked "off the clock" and performed compensable activities before, during, and after each working shift for which no pay was provided.

62. Specifically, before the start of each shift, Plaintiffs and the members of the Proposed Class allege that they moved ladders from their trucks, collected the previous workday's fallen fruit from the ground and, at various times, were scheduled to report to work at a specific time and do in fact report to work, but frequently are told by Defendants to wait approximately up to four (4) hours before they can begin harvesting.

63. In the middle of their shifts, Plaintiffs allege that Defendants required Plaintiffs and the Proposed Class members to travel between fields to perform work tasks and were not compensated for this travel time.

64. At the end of each working shift, Plaintiffs and the Proposed Class were required to return the ladders back to their trucks despite them already being off the clock.

65. First, Defendant vehemently denied this claim and argued that its labor policies prohibit off-the-clock work and Class Members were not working off the clock.

66. Second, Defendant argued that Plaintiffs' theory of liability would be extremely difficult to prove on a classwide basis because the time records will not show any unpaid hours.

67. Defendant argued that this case would devolve into a series of mini-trials wherein each Class Member would have to testify as to whether he or she worked off the clock on any given day.

68. Of course, Defendant argued that this would defeat class certification altogether.

69. Plaintiffs must acknowledge that this can be a highly difficult type of claim to prove because there are no time records to substantiate or evaluate the claim.

70. Instead, Defendant would argue that if there was any such issue of working off the clock it would necessitate speaking to each and every Settlement Class Member about their experiences day to day and whether any off the clock time was ever worked and if so, why it was worked.

71. This type of inquiry, Defendants would argue, makes it very difficult to establish liability based on common proof.

72. Based on this acute risk, Plaintiff believed it was appropriate to discount this claim dramatically for settlement purposes.

b) The Risks Associated with the Rest Break Claim

73. During the relevant period, Plaintiffs and members of the Proposed Class consistently worked over 3 1/2 hours at a time and alleged that they were not provided with paid rest breaks while working on a piece rate basis.

74. Absent a shift-by-shift, break-by-break, employee-by-employee inquiry, Defendant would argue that there was simply no way to know (1) whether a break was taken; and (2) if not, why not.

75. Plaintiffs had to acknowledge that it could potentially be easy for Defendant to defeat certification of this claim if it was able to gather testimonial evidence from class members indicating that they were able to take all required rest breaks each day.

76. Though Plaintiffs does not believe this was the case, Plaintiffs must acknowledge these potential arguments pose significant risks for the Class.

77. There is risk as to both sides as to what declarations and depositions of class members might reveal.

c) The Risks Associated with the Reimbursement Claim

78. Plaintiffs contend that they and members of the Proposed Class are entitled to reimbursement of all tool and vehicle expenses they incurred throughout the duration of their employment.

79. By failing to provide Plaintiffs and members of the Proposed Class with the necessary tools to perform their jobs, Plaintiffs allege that they were burdened with the cost of tools such as scissors, blade sharpeners, sacks, protective gloves and other items similarly indispensable to Plaintiffs' adequate job performance.

80. Plaintiffs also allege that Defendant required Plaintiffs and the Proposed Class to travel between fields to perform work tasks.

81. Because Defendants did not provide buses or other transportation to workers so that they could travel from field to field in the middle of their shifts, Plaintiffs and the Proposed Class allege that they used their own vehicles to travel from field to field.

82. Plaintiffs allege Defendants did not reimburse Plaintiffs and the Proposed Class for their vehicle use for travel between Defendants' fields during the course of a work shift, in violation of California law.

83. Defendant argued that it maintained no records of which employees drove between locations, when, how often, or over what distances, and Plaintiff would bear the burden of reconstructing that information class member by class member, largely through memory-based testimony about events years in the past.

84. Defendant would also press substantial merits defenses: that particular trips were noncompensable commutes to a designated worksite rather than mid-shift travel between locations; that employees who traveled did so voluntarily or by carpool without incurring reimbursable expense; and that it lacked knowledge, actual or constructive, that employees were

incurring unreimbursed expenses—a predicate to liability under *Stuart v. RadioShack Corp*. (N.D. Cal. 2009) 641 F.Supp.2d 901, 903–904.

85. The combination of an inherently individualized damages inquiry, the absence of any documentary record of the driving itself, and contested threshold questions of compensability and employer knowledge created a substantial risk that this claim would not be certified or, if certified, would support only a modest classwide recovery.

86. Settlement providing certain relief now, rather than speculative mileage reimbursements after years of individualized proof, reflects a reasonable assessment of those risks.

d) The Risks Associated with the Inaccurate Wage Statement Claim

87. Plaintiffs also allege that on various occasions, Plaintiffs and many members of the Proposed Class received no wage statements at all and were paid in cash.

88. When Plaintiffs or the Proposed Class did receive wage statements, they were issued wage statements that failed to comply with Cal. Lab. Code § 226(a).

89. Defendant would invoke *Naranjo* to argue that any inaccuracies flowed from a good faith understanding of its pay practices, not a knowing violation.

90. Layered atop these merits defenses are the one-year limitations period applicable to statutory penalties, which compresses the recoverable class period, and the per-employee penalty caps of section 226(e)(1), which bound the exposure even in a best-case scenario.

91. Because the wage statement claims could be extinguished wholesale by a good faith finding, and in any event depend heavily on the success of the primary wage claims, Plaintiff reasonably valued them conservatively and concluded that the certain recovery secured by this Settlement outweighs the substantial risk of no penalty recovery at all.

e) The Risks Associated with the Waiting Time Penalty Claim

92. Here, Plaintiffs contend that Defendant failed to properly pay overtime for any work in excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week.

93. The risk analysis for the section 203 claim flows from the risk analysis for the underlying wage claim discussed above.

94. If Defendant could prove, as it contends, that class members were paid for all hours

worked, there would be no recovery of wages and no waiting time penalties that flow therefrom.

95. Plaintiff's claim for waiting time penalties under Labor Code section 203, though potentially the largest single component of exposure given the penalty's thirty-day maximum at each former employee's daily rate, is also among the most vulnerable.

96. Because the wages allegedly unpaid at separation here consist principally of the disputed rest period premiums and off-the-clock wages underlying Plaintiff's primary claims, the section 203 theory is doubly contingent: Plaintiff must first prevail on the underlying claims, and must then separately defeat Defendant's good faith defense—a defense with real force where, as discussed above, the governing standards under *Brinker* and its progeny left room for reasonable disagreement about compliance.

97. The claim is further confined to former employees separated within the three-year limitations period, and Defendant would contest the daily rate calculations and separation dates employee by employee.

98. A penalty claim that presupposes complete victory on the merits, survives only if willfulness is separately established, and can be eliminated in its entirety by a good faith dispute is precisely the kind of high-variance claim that rational class representatives discount in settlement.

99. Plaintiff did so here, and the certain relief obtained for the Class reflects a sound resolution of that risk.

f) The Risks Associated with the PAGA Claim

100. The derivative PAGA claim, while adding meaningful settlement leverage, carries risks that compound those already described.

101. Even where violations are established, civil penalties are not awarded mechanically—the court retains express discretion to reduce a PAGA award that would be "unjust, arbitrary and oppressive, or confiscatory," and courts have exercised that discretion to slash penalty awards dramatically, particularly where the employer demonstrates good faith or the violations produced modest actual harm.

102. Defendant would also vigorously contest the penalty arithmetic itself, including

whether the heightened "subsequent violation" rate applies absent prior notice of noncompliance, whether penalties for derivative violations may be stacked upon penalties for the primary violations arising from the same conduct, and the proper pay-period counts for a workforce with fluctuating rosters.

103. While the Supreme Court in *Estrada v. Royalty Carpet Mills, Inc*. (2024) 15 Cal.5th 582 held that trial courts lack inherent authority to strike a PAGA claim as unmanageable, it simultaneously confirmed that courts may use their case management tools to limit the scope of evidence and even the claim itself—so a sprawling representative action across Defendant's locations and job classifications would still face significant practical constriction before or at trial.

104. Finally, any litigated PAGA recovery is subject to the statutory allocation to the LWDA, and the amounts reaching aggrieved employees individually would be a fraction of the gross award. A claim that is wholly derivative, discretionary in amount, contested in its multipliers and stacking, and subject to judicial narrowing at trial warranted a substantial discount—and the Settlement's certain, court-supervised recovery reflects a reasonable resolution of those layered risks.

105. As such, the Agreement's contemplated PAGA payment of $5,000.00, allocated $3,750.00 to the LWDA and $1,250.00 to the Aggrieved Employees, is appropriate.

106. There is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated Agreement now.

107. If the Court did eventually certify a rest or wage statement class, trial of a case involving approximately 1160 Settlement Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties.

108. Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Settlement Class Members who are waiting for a resolution in this matter.

109. This case has not been certified to be tried as a class action. While Plaintiff believes

there is strong evidence to support certification of several possible subclasses (especially a rest period class), certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. In attempting to certify a class, the parties would need to conduct multiple depositions, including of the Class Representative and of several person(s) most knowledgeable regarding Defendant's rest policies. There is a risk for both sides as to what these depositions will reveal and whether they will support class certification to the extent expected.

110. It was very difficult for the Parties to reach this Settlement of $150,000.00.

111. This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. The Parties arrived at it after extensive investigation and discovery, careful evaluation of the law, risks, and all information substantiating the amount of penalties reasonably likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance of an experienced mediator, Judge Howard R. Broadman over two days of mediation, and many months of follow-up discussions aided both by Judge Broadman and through arms-length, direct negotiations.

112. As discussed above, there are 2,855 full workweeks at issue and 6,860 partial workweeks. Adding these numbers together, there are 9,715 workweeks at issue.

113. The average workweek settlement value is $15.44 per workweek ($150,000 / 9,715 workweeks). If the partial workweeks are only weighted at 50%, this number increases to $23.86 per workweek (2,855 full workweeks + 3,430 partial workweeks = 6,285 workweeks and $150,000 / 6,285 = $23.86.)

114. One of the main factors affecting settlement of this action was the relationship between the Defendant grower (Bee Sweet) and the farm labor contractors (FLCs) it used to harvest citrus.

115. Defendant routinely engaged FLCs to supply labor to harvest and pack citrus and it used several different FLCs.

116. Because FLCs generally don't own or lease land and only supply workers, they can be fleeting defendants that can easily shut down operations so collectability is a frequent

problem.

117. Here, Plaintiffs relied upon a joint employer theory of liability to also name Bee Sweet as a Defendant, but it was a very hotly disputed issue as to whether Plaintiffs actually worked on Bee Sweet owned/leased land.

118. This was a threshold issue in this matter to be able to proceed against Bee Sweet and was very vigorously litigated with Defendant putting forth strong arguments that Plaintiffs never actually worked on their owned/leased land.

119. Based on this very acute risk, settlement made sense here.

**ATTORNEY COMPETENCE**

120. Kingsley Szamet Employment Lawyers is very experienced in prosecuting employment litigation, and since the year 2000 we have focused our practice on litigating complex wage, hour, and working condition violations. My firm is extremely well-versed in class and representative action litigation and has diligently pursued this action. Kingsley Szamet Employment Lawyers currently serves as Class Counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California. Below is a very small but representative sampling of wage and hour class cases handled by my firm:

a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, the Hon. Anthony Mohr granted final approval of settlement in the gross amount of $255,000 and the court approved the attorneys' fee request of 33 1/3%.

b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In September 2003, the court granted final approval of Settlement in the gross amount of $475,000 and the court approved the attorneys' fee request of 30%.

c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, the Hon. Rita Miller granted final approval of Settlement in the gross amount of $4,000,000 and the court granted attorneys' fees request of 30%.

d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Hon. Conrad R. Aragon granted final approval of Settlement in the gross amount of $1,000,000 and the court granted attorneys' fees request of 30%.

e. *Ryan v. Hilton Hotels Corporation,* (No. BC364260, L.A. Super. Ct.) In March 2008, the Hon. Mary Thornton House granted final approval of Settlement in the gross amount of $1,675,000.00 and attorneys' fees request of $558,333.33 (33.33%).

f. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of $2,000,000.00, and attorneys' fees request of $666,666.67 (33.33%).

g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Hon. James P. Kleinberg granted final approval of Settlement in the gross amount of $2,000,000.00, and attorneys' fees request of $666,666.67 (33.33%).

h. *Hirschinger v. Blue Cross of California*, (No. BC402739, L.A. Super. Ct.) In June 2013, the Hon. Lee Smally Edmund granted final approval of Settlement in the gross amount of $4,700,000.00, and the court granted attorneys' fees request of 38%.

i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Hon. William F. Highberger granted final approval of Settlement in the gross amount of $1,500,000.00 and attorneys' fees request of $500,000 (33.33%).

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of $995,000.00, and the court granted attorney's fees request of 33.33%.

k. *Kane et al.* v. *Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in favor of the class, the Hon. Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel $996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the

gross amount of $2,000,000.00, and attorneys' fees request of $666,666.67 (33.33%).

m. *Pineda, et al. v. Grimmway Enterprises, Inc*., (No. BCV-15-101333, Kern Super. Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of Settlement in the gross amount of $9,000,000 with attorneys' fees request of $3,000,000 (33.33%).

n. *Hernandez v. Broward Builders, Inc*., (No. CV-18-2032, Sacramento Super. Ct.) In October 2020, the Hon. Peter M. Williams granted final approval of the Settlement in the amount of $1,500,000 with attorney's fee request of $500,000 (33.33%).

o. *Amaro et al. v Gerawan Farming, Inc*., (No. 1:14-cv-00147-DAD-SAB (E.D. Cal.).) In October 2020, the Hon. Dale Drodz granted final approval of Settlement in the amount of $5,000,000, and attorneys' fee request of $1,500,000 (30%).

p. *Gettys v. Banc of American Merchant Services, LLC*, (No. 19STCV17233, L.A. Super. Ct.) In March 2021, the Hon. Ann I. Jones granted final approval of the Settlement in the amount of $1,900,000, and attorneys' fee request of $633,333.33 (33.33%).

q. *Griffin, et al. v. Cavco Industries; Fleetwood Homes* (No. CIVDS1927889, San Bernardino Super. Ct.) In November 2021, the Hon. David Cohn granted final approval of the Settlement in the amount of $2,250,000, and attorneys' fee request of $750,000 (33.33%).

r. *Autozone Suitable Seating Cases included actions Meda v. Autozone, Inc. et al, (No. BC683600, and Gonzalez v. Autozoners, Inc.* (No. 23CV411824). In July 2025, Judge Laura A. Seigle granted approval of a PAGA Settlement in the amount of $5,932,350, and attorneys' fees of $1,976,964.26 (33.33%).

s. *Espinoza, et al. v. Warehouse Demo Services, Inc; Club Demonstration Services, Inc.* (No. 17CV310844, Santa Clara Superior Ct). In January 2026, the Hon.

Thedore Zayner granted final approval of the Settlement in the amount of $10,200,000, and an attorneys' fees request of $3,400,000 (33.33%).

121. Kingsley Szamet Employment Lawyers filed its first motion for class certification in the year 2000 and since that time has been appointed Class Counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2011, Kingsley Szamet Employment Lawyers has moved for class certification in 16 matters and has successfully obtained class certification in 15 of those 16 cases. A brief sampling of which includes:

a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927), approved for Class Certification in 2011.*

b. *Melendrez v. JK Communications, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).*

c. *Amaro, et al v. Gerawan Farming, Inc., No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).*

d. *Suarez v. Mazatlan, Inc., No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).*

e. *Ruiz v. Daniel C. Salas Harvesting, Inc., Kings County Superior Court (16 C 0214). contested class certification granted in June 2020.*

f. *Weldon v. Geo Corrections & Detentions, LLC, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.*

g. *Patton v. Skyler Electric, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.*

h. *Hameister v. Jaco Oil Company, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.*

122. Class Counsel is experienced in the handling of wage and hour class actions and supports this Settlement. Based on its analysis, Class Counsel believes that this settlement is fair

and reasonable and in the best interest of the Class. My firm attests to its competency to represent the Class Members in this Action.

123. After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable.

124. This allocation distributes Agreement funds proportionally to each class member's potential damages and should therefore be approved as fair, adequate, and reasonable.

**SERVICE AWARD TO THE NAMED PLAINTIFFS**

125. The Class Representatives are entitled to an enhancement for their valiant effort and time expended in this matter. The time spent by Plaintiffs is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work at Defendant; compiling relevant documents; working closely with Class Counsel to develop the theories of liability and marshal relevant evidence; regularly discussing the status of the case with Class Counsel; discussing the case via telephone with many Settlement Class Members; providing formal discovery responses; making themselves available for two full-day mediation sessions; and responding promptly to Class Counsel's communications regarding settlement. Accordingly, Plaintiffs request Class Representative Service Payments in the amount of $5,000.00 each, for a total of $10,000.00, to be paid from the Gross Settlement Amount.

126. As set forth in the Agreement, Plaintiffs will also be entering into a general release of liability pursuant to Civil Code Section 1542.

127. Class Counsel considers this to be a fair and reasonable enhancement. The enhancement takes into consideration the time, effort, and expense incurred by Plaintiffs in coming forward to litigate this matter on behalf of all Settlement Class Members. Plaintiffs will provide a detailed declaration with the Final Approval Motion detailing their participation and further justification for the enhancement.

**CONFLICTS AND OTHER DISCLOSURES**

128. Neither I nor my firm, nor to my knowledge any other Class Counsel, has any actual or potential conflict of interest with any Class Member. Neither the Parties nor their counsel have any interest or relationship, financial or otherwise, with the Administrator, Phoenix Class Action

Administration Solutions, other than a professional relationship arising out of prior experiences administering settlements, or with any intended Cy Pres Recipient.

129. Plaintiffs timely transmitted to the LWDA all necessary PAGA documents, including the initial notice of violations pursuant to Labor Code section 2699.3, subdivision (a), and the Operative Complaint pursuant to Labor Code section 2699, subdivision (l)(1).

130. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

**SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY**

131. Plaintiffs' Motion and all related documents, including the Agreement, will be concurrently uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date the Motion is filed, as required by Labor Code section 2699, subdivision (l)(2). Proof of submission of Plaintiffs' Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "2."

**EXHIBITS**

132. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed Class Action and PAGA Settlement Agreement ("Agreement").

133. Attached hereto as Exhibit "2" is a true and correct copy of the proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt.

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

This Declaration was executed this 2nd day of October, 2026, in Encino, California.

Kelsey M. Szamet

# EXHIBIT "1"

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs RAFAEL MARQUEZ AMARO; JAVIER BARRERA ("Plaintiffs") and Defendant BEE SWEET CITRUS, INC. ("Defendant"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

## 1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendant captioned *Rafael Marquez Amaro; Javier Barrera; on behalf themselves and other similarly situated, PLAINTIFFS, v. BEE SWEET CITRUS, INC.; and DOES 1 thru 50, inclusive, Defendants*, Case No. 1:21-cv-00382-JLT-EPG, initiated on March 11, 2021, pending in United States District Court For The Eastern District of California and any subsequent filed State Court action in Kern County incorporating the same claims pursuant to paragraph 2.4 below.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Aggrieved Employee" or "PAGA Employee" means all non-exempt employees of AGR Contracting who worked in the cultivation and harvest of fruit on land owned or leased by Bee Sweet Citrus, Inc. in or near Fresno, Madera, Kern and Tulare counties in California during the PAGA Period.

1.5. "Class" means all non-exempt employees of AGR Contracting who worked in the cultivation and harvest of fruit on land owned or leased by Bee Sweet Citrus, Inc. in or near Fresno, Madera, Kern and Tulare counties in California during the Class Period.

1.6. "Class Counsel" means Eric B. Kingsley, Esq., Kelsey M. Szamet, Esq., and Jessica Bulaon, Esq. of Kingsley Szamet Employment Lawyers and Mario Martinez, Esq. and Edgar Aguilasocho, Esq. of Martinez Aguilasocho Law, Inc., the attorneys representing the Plaintiffs and the Class in the Action.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

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

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.12. "Class Period" means the period from March 1, 2017 to May 1, 2024.

1.13. "Class Representative" means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Eastern District of California and any subsequent filed State Court action in Kern County incorporating the same claims.

1.16. "Defendant" means named Defendant BEE SWEET CITRUS, INC. and Cross-Defendant AGR Contracting.

1.17. "Defense Counsel" means Thomas E. Campagne, Esq. of Campagne & Campagne, APC, the attorneys representing Defendant BEE SWEET CITRUS, INC. in the Action and Daniel K. Klingenberger of LeBeau Thelen, LLP representing Defendant AGR Contracting.

1.18. "Effective Date" means the later of (i) the 61st day after service of notice of entry of the Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Approval Order and Judgment, the day after the Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Approval Order and Judgment is no longer subject to further judicial review.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

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

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $150,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. Individual Settlement Payments to Verified Settlement Class Members shall be allocated as 10% to wages, 90% to interest and penalties. All applicable legal deductions will be withheld from Individual Settlement Payments and the appropriate W-2s and 1099s filed with the relevant taxing authorities by the Settlement Administrator. The employer side of payroll taxes on the 10% to wages on the Individual Settlement Payments will be paid by AGR Contracting.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks and Partial Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from March 11, 2020 to May 1, 2024.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiffs' March 11, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) and any amended related PAGA notice given.

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 75% to LWDA ($3,750) and 25% to the Aggrieved Employees ($1,250) and the in settlement of PAGA claims.

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

1.36. "Plaintiffs" means Rafael Marquez Amaro and Javier Barrera, the named Plaintiffs in the Action.

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

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

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released Parties" means (1) Defendant Bee Sweet Citrus, Inc. and each of its former and present directors, officers, shareholders, owners, investors, members, partners, managers, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, parent companies, holding companies, and any individual or entity which could be jointly liable with Defendant; AND (2) AGR Contracting and each of its former and present directors, officers, shareholders, owners, investors, members, partners, managers, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, parent companies, holding companies, and any individual or entity which could be jointly liable with it. All Cross-Defendants identified or named in the Action shall be dismissed without prejudice.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which the employee of AGR Contracting worked for at least 5 days in the cultivation and harvest of fruit on land owned or leased by Bee Sweet Citrus, Inc. in or near Fresno, Madera, Kern and Tulare counties in California during the Class Period.

1.46. "Partial Workweek" means any week during which the employee of AGR Contracting worked for at least 2 days in the cultivation and harvest of fruit on land owned or leased by Bee Sweet Citrus, Inc. in or near Fresno, Madera, Kern and Tulare counties in California during the Class Period.

## 2. RECITALS.

2.1. On March 11, 2021, Plaintiffs filed this wage and hour class action lawsuit, alleging eight causes of action, including: (1) violation of Migrant and Seasonal Agricultural Worker Protection Act; (2) failure to pay wages and/or overtime under California Labor Code sections 510, 511, 1194, and 1199; (3) failure to provide rest breaks pursuant to California Labor Code section 226.7; (4) failure to reimburse expenses pursuant to California Labor Code section 2802; (5) failure to issue accurate itemized wage statements pursuant to California Labor Code section 226(a); (6) penalties under California Labor Code section 203; (7) violation of California Business & Professions Code section 17200; and (8) penalties pursuant to California Labor Code section 2699, *et seq.* (the "**Operative Complaint**"). Also on March 11, 2021, Plaintiffs sent a notice letter, pursuant to Labor Code section 2699 ("PAGA"), to the Labor Workforce Development Agency ("LWDA") regarding their intent to seek civil penalties for the same Labor Code violations above, under Labor Code section 2699, *et seq.* Bee Sweet filed its Answer and filed a "Cross-Claim and Impleader for Indemnity, Contribution, and Declaratory Relief" against the three labor contractors described in the Complaint: Eduardo Soto, FLC-RB, and AGR Contracting Then Eduardo Soto filed his Answer on August 14, 2023, and AGR Contracting filed its Answer on September 25, 2023. After further investigation, Bee Sweet filed a dismissal of FLC-RB without prejudice. On August 31, 2022, Bee Sweet filed a Cross-Complaint against Plaintiffs entitled "Counterclaim for Injunctive Relief and Declaratory Relief Regarding Unconstitutionality of California Labor Code Section

2810.3(b)(1)" alleging due process and other constitutional violations under 28 U.S.C. § 1983 and the Fifth and Fourteenth and Eighth Amendments and the California Constitution's Due Process provisions. Plaintiffs moved to dismiss the Cross-Complaint on September 21, 2022. On September 30, 2024, the Court dismissed Bee Sweet's cross-complaint against Plaintiffs with prejudice. On October 28, 2024, Bee Sweet appealed that dismissal. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On April 23, 2025, the Parties participated in an all-day mediation presided over by Howard R. Broadman, an experienced mediator of wage and hour class and representative actions. A second mediation session with Howard R. Broadman was held on July 22, 2025, which ultimately led to this Agreement to settle the Action. Prior to mediation, Plaintiffs obtained, through extensive formal and informal discovery, sample time and pay data for the PAGA Employees.

2.4. As part of the Settlement, the Parties will stipulate to (1) a tolling agreement which tolls Plaintiffs' claims in the Action to March 1, 2017 for purposes of effectuating Settlement; (2) the filing of a Class and PAGA action alleging the same underlying Labor Code claims set forth in the Action in Kern, Tulare or Madera County; (3) that Plaintiffs shall seek approval of this Settlement in the Kern County Superior Court action to be initiated; (4) a dismissal without prejudice of the Eastern District Action and all claims now pending in the Action; and 5) all Kern County Class and PAGA-related filings will be subject to Defense Counsel's approval.

2.5. Prior to mediation, Plaintiffs obtained, through formal and informal discovery and information to assess the claim. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. The Court has not granted class certification.

2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

## 3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 1.22 above and Paragraph 9 below, Defendant promises to pay $150,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to

pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representative of not more than $5,000 each for a total of $10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the GSA or approximately 33.33%, which is currently estimated to be $50,000 and a Class Counsel Litigation Expenses Payment of not more than $20,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $15,000 except for a showing of good cause and as approved by the Court. To the

extent the Administration Expenses are less or the Court approves payment less than $15,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. The Settlement contemplates that the Administrator will weigh Partial Workweeks .5 of the value of a Workweek when making its pro rata determinations discussed in this paragraph.

3.2.4.1. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $5,000 to be paid from the Gross Settlement Amount, with 75% ($3,750) allocated to the LWDA PAGA Payment and 25% ($1,250) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($1,250) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.6. Additional Attorneys' Fees and Costs: No Class Member, or Class Counsel, or any other attorney acting for any Class Member may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

## 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, AGR Contracting estimates there are 1,160 Class Members who collectively worked a total of 2,855 Workweeks through AGR on Bee Sweet owned or leased land only and approximately 6,860 Partial Workweeks worked partially on Bee Sweet owned or leased land and partially worked at other separate locations for the period of March 1, 2017 to May 1, 2024.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant AGR Contracting will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant AGR Contracting has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant AGR Contracting must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 10 days after the Effective Date i.e. 61 days after approval of settlement.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First

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

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiffs' Release. Plaintiffs and their respective former, present, and future spouses, representatives, agents, attorneys (including Class Counsel), heirs, executors, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences (known or unknown) which they have, had or might otherwise have had against the Released Parties from the beginning

of time to the date Plaintiffs sign this Agreement, regarding any aspect of Plaintiffs' employment, including, but not limited to: the Released Class Claims, any common law or statutory torts (including invasion of privacy), any federal, state or governmental constitution, statute, regulation or ordinance, and any claim for wages, tips, or any other compensation or benefit ("**Plaintiffs' Release**"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after Plaintiffs sign this Agreement. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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.

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the Class Period. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. This Release only covers the Workweeks and Partial Workweeks as set forth in paragraph 9.1 below.

6.1 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and all Released Parties from the Released PAGA Claims during the PAGA Period. The Parties agree there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any PAGA Employee.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file with the Kern County Superior Court a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4 Notice to Class Members.

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

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A . The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and

6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not

limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on a review of its records to date, AGR Contracting estimates there are 1,160 Class Members who collectively worked a total of 2,855 Workweeks through AGR on Bee Sweet owned or leased land only and approximately 6,860 Partial Workweeks worked partially on Bee Sweet owned or leased land and partially worked at other separate locations for the period of March 1, 2017 to May 1, 2024.

9.1 The Settlement contemplates updating these estimates through the date of execution of this agreement and will include 50% of the Partial Workweeks in the release. If the number of Workweeks increases the estimates set forth in paragraphs 4 and 9 by more than 10% as of May 1, 2025, Defendant will have the choice of: (a) paying a proportional increase in the Gross Settlement Amount for each additional Workweek over 6,285 (2,855 Workweeks plus 3,430 Partial Workweeks); or (b) modifying the end date of the Class Period to a date prior to May 1, 2025, to avoid incurring any *pro rata* increase. For example, if the total number of pay periods through May 1, 2025 is 11% higher than 6,285), Defendant would have the following options: (a) increase the Gross Settlement Amount by 11%; or (b) not increase the Gross Settlement Amount and end the Class Period on whatever date will result in Pay Periods of 6,285 or less.

10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the

Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

**13. ADDITIONAL PROVISIONS.**

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any

judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3 Effective Date Of Defendant's Obligations Under This Agreement. Defendant's obligations under this Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Agreement never existed.

13.4 Nullification. If: (a) the Court should for any reason fail to enter the Approval Order; or (2) the Court's Approval Order is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, then (a) the Settlement Agreement shall become null and void; and (b) the Parties will revert to their respective positions immediately prior to reaching the settlement.

13.5 Invalidation. Invalidation of any material term of this Settlement Agreement will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in full force and effect.

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

13.7 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

13.10 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

13.12 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

13.16 Corporate Signatories. Any person executing this Agreement or any related document on behalf of a corporate signatory warrants and promises for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Agreement or any related document.

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

information necessary to secure Court approval of this settlement, Plaintiffs and Class Counsel agree that the terms of this Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as "Jury Verdicts," disclosure of the Settlement Agreement on any web site of Class Counsel or any other website, or on any blogs, articles, or on any social media platforms or channels), or the public at large, without the advance written consent of Defendant. The Parties intend this Paragraph 13.17 to prohibit Plaintiffs and Class Counsel from discussing, answering questions about, promoting or publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the foregoing, Plaintiffs and Class Counsel (1) may tell the public in general only that certain claims "have been resolved by the Parties;" and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing tax returns. In addition, Class Counsel may respond to questions received from, and discuss any aspect of this Agreement with Class Members. Nothing herein shall prevent Class Counsel from referring to the Action in any declaration before the courts relating to the adequacy or in future applications by Class Counsel for approval of attorneys' fees.

13.18 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by XYZ in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from XYZ unless, prior to the Court's discharge of the Administrator's obligation, XYZ makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

13.21 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given

as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Kingsley Szamet Employment Lawyers
Eric B. Kingsley
eric@kingsleylawyers.com
Kelsey M. Szamet
kelsey@kingsleylawyers.com
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Martinez Aguilasocho Law, Inc.
Edgar L. Aguilasocho
Mario Martinez
P.O. Box 1998
Bakersfield, California 93303

To Defendant BEE SWEET CITRUS, INC.:

Campagne & Campagne, APC
Airport Office Center
Thomas E. Campagne
cc@campagnelaw.com
1685 North Helm Avenue
Fresno, California 93727

To Cross-Defendant AGR CONTRACTING:

LEBEAU • THELEN, LLP
Daniel K. Klingenberger
9801 Camino Media, Ste 103
Post Office Box 22077
Bakersfield, California 93390
dklingenberger@lebeauthelen.com

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

13.23 Governing Law. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to conflicts of laws principles.

13.24 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

**Plaintiffs**

Dated: 12/9/2025

Rafael Marquez Amaro

12/09/2025

Dated: _____

Javier Barrera (Dec 9, 2025 18:44:06 PST)

Javier Barrera

**Defendant**

Dated: 12/4/25

BEE SWEET CITRUS, INC.

Dated: 12-17-25

AGR CONTRACTING, INC.

Dated: 12/4/25

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____

Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon
Attorneys for Plaintiffs Rafael Marquez Amaro; Javier Barrera and all aggrieved employees

Dated: 12/4/2025

CAMPAGNE & CAMPAGNE, APC

By: Thomas E. Campagne
Thomas E. Campagne
Attorneys for Defendant
BEE SWEET CITRUS, INC.

Dated: 12/15/25

LEBEAU • THELEN, LLP

By: Daniel K
Daniel K. Klingenberger
Attorneys for Cross- Defendant AGR Contracting

# COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*RAFAEL MARQUEZ AMARO; JAVIER BARRERA v. BEE SWEET CITRUS, INC.*, Kern County Case No. XX;

***The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit ("Action") against BEE SWEET CITRUS, INC. (abbreviate name; "Defendant" or "Bee Sweet" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former Bee Sweet employees RAFAEL MARQUEZ AMARO; JAVIER BARRERA ("Plaintiffs") and seeks payment of (1) back wages [and other relief] for a class of hourly employees ("Class Members") who worked for Defendant during the Class Period ([date] to [date]); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant during the PAGA Period (March 1, 2017 to May 1, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

| | |
|---|---|
| **You Don't Have to Do Anything to Participate in the Settlement** | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims). |
| **You Can Opt-out of the Class Settlement but not the PAGA Settlement**<br><br>**The Opt-out Deadline is [date]** | If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.<br><br>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below). |
| **Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement** | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs |

| | |
|---|---|
| **Written Objections Must be Submitted by [date]** | reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice. |
| **You Can Participate in the [date] Final Approval Hearing** | The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice. |
| **You Can Challenge the Calculation of Your Workweeks/Pay Periods**<br><br>**Written Challenges Must be Submitted by [date]** | The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Bee Sweet employees. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, wages due upon termination and reimbursable expenses and failing to provide rest breaks and accurate itemized wage statements. There is also a claim for violation of the Migrant and Seasonal Agricultural Worker Protection Act. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Eric B. Kingsley, Esq., Kelsey M. Szamet, Esq., and Jessica Bulaon, Esq. of Kingsley Szamet Employment Lawyers and Mario Martinez, Esq. and Edgar Aguilasocho, Esq. of Martinez Aguilasocho Law, Inc. ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims.

By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $150,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $50,000 (33.33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to $20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $10,000.00 total as Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

    C. Up to $15,000 to the Administrator for services administering the Settlement.

    D. Up to $5,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

    Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% for interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. AGR Contracting will separately pay employer payroll taxes it owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void:

Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the Class Period. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

    The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

    > All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,

(Proof of Submission to Labor & Workforce Development Agency)

# EXHIBIT "2"

**(PROOF OF SERVICE)**
**[CCP 1013(a)(3)]**
**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 2, 2026, I served all interested parties in this action the following documents are described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

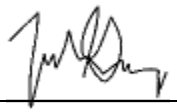
Thomas E. Campagne
cc@campagnelaw.com
Caitlin Grimm
Caitlin@campagnelaw.com
**CAMPAGNE & CAMPAGNE, APC**
Airport Office Center
1685 North Helm Avenue
Fresno, California 93727

Edgar Aguilasocho
Mario Martinez
eaguilasocho@farmworkerlaw.com
mmartinez@farmworkerlaw.com
info@farmworkerlaw.com
**MARTINEZ AGUILASOCHO LAW, INC.**
P.O. Box 1998
Bakersfield, California

**[XX] (BY ELECTRONIC MAIL TRANSMISSION)**: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

**[XX] (STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 2, 2026, at West Hollywood, California.



Taylor Gregg