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9 Attorney for Plaintiffs CIPRIANO PONCE and CARLOS FARIAS,
10 individually and acting in the interest of other current and former employees,

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN LUIS OBISPO**

13 CIPRIANO PONCE and CARLOS
14 FARIAS, individually and acting in the
interest of other current and former
employees,

15 Plaintiffs,

16 vs.

17 AGRO-JAL FARMING ENTERPRISES,
18 INC., d/b/a AGRO-JAL FARMING;
AGRO-JAL FARMS, INC., a California
19 corporation; PALOMA PACKING, INC., a
California corporation; ABEL
20 MALDONADO, SR., ABEL
MALDONADO, JR., FRANK
21 MALDONADO and DOES 1 through 10,
inclusive,

22 Defendants.
23

Case No.: 15CV-0373

(Assigned to the Hon. Ginger E. Garrett)

CLASS ACTION

**DECLARATION OF ALLEN K. HUTKIN
IN SUPPORT OF UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: March 25, 2021

Time: 9:00 AM

Dept: 2

24
25 I, ALLEN K. HUTKIN, declare as follows:

26 1. I am an attorney duly licensed and admitted to practice law before the courts of
27 the State of California. I am co-counsel of record for Plaintiffs CIPRIANO PONCE and
28 CARLOS FARIAS along with James H. Cordes, Attorney at Law. I have personal knowledge of

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FILED**

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SAN LUIS OBISPO SUPERIOR COURT
BY *[Signature]* Deputy Clerk

1 the information set forth herein and if called to do so, I could and would testify competently to
2 the facts set forth below.

3 ***Class Counsel Background***

4 2. I am a principal in the Hutkin Law Firm, formerly known as The Law Office of
5 Allen K. Hutkin.

6 3. I was admitted to the California State Bar in December 1989, after receiving my
7 Juris Doctor from Pepperdine University School of Law in 1989, where I was a Brock Scholar
8 and graduated cum laude. During law school, I was on the Moot Court Honor Board and I wrote
9 a law review article titled "Resolving the Medical Malpractice Crisis: Alternatives to Litigation"
10 which was published in the Journal of Law and Health. Since publication in 1989, the article has
11 been cited 21 times by law review articles, books, magazines, and newspapers through last year.

12 4. From October 1989 until September 1992, I worked as a litigation associate at the
13 law firm of Diehl and Rodewald. In September 1992, I opened my own law firm. In August
14 2007, my retired partner, Maria Hutkin and I formed the Hutkin Law Firm. I have been
15 representing plaintiffs in employment cases since 1993. I was the first San Luis Obispo attorney
16 to primarily represent employees on a contingency fee basis. Since that time, I have represented
17 numerous plaintiffs in various employment suits as well as litigated numerous wage/hour class
18 actions.

19 5. I have tried a number of jury trials and numerous court trials in very conservative
20 San Luis Obispo County and achieved arbitration awards, verdicts, judgments, and settlements
21 which total more than \$30 million dollars in this county. I tried the first disability discrimination
22 case called and co-tried, with attorney James Cordes, the first wage and hour class action case in
23 San Luis Obispo's history called Alvarado v. Amdal In-Home Care, Inc., San Luis Obispo
24 County Superior Court Case No. CV 050063. I have been a plaintiffs' counsel in a number of
25 cutting edge cases in state and federal courts that were featured in the New York Times, Los
26 Angeles Times, Washington Post, Newsweek, ABC Nightline, BBC, California Lawyer, and the
27 Daily Journal.

1 6. I am a longtime member of the California Employment Lawyers Association and
2 the Labor & Employment Section of the California State Bar. I am also a member of the Central
3 Coast Trial Lawyers Association and San Luis Obispo County Bar. I was featured in the Bar
4 Bulletin's employment law round table. I have lectured to various groups on a variety of topics
5 on employment law. I have written articles for the San Luis Obispo newspaper The Tribune on
6 topics such as changes in overtime laws. For many years, I hosted a legal issues segment on the
7 KCBX public radio program called Central Coast Forum. Most recently, I was a featured speaker
8 at meetings of the Central Coast Trial Lawyers Association, the Central Coast Paralegal
9 Association, and the Northern Santa Barbara County Bar Association on Employment Law.

10 ***Plaintiffs' Counsel will Fairly and Adequately Represent the Class***

11 7. As noted above, Mr. Cordes and I co-counseled and tried Alvarado v. Amdal
12 In-Home Care, Inc., San Luis Obispo County Superior Court Case No. CV 050063, wherein
13 Plaintiffs prevailed at trial on their causes of action for unpaid minimum wage, waiting time
14 penalties, and declaratory relief. In addition to this case, Mr. Cordes and I have also been
15 appointed Class Counsel in the following matters:

- 16 a. Marcelo v. Margie's Diner, Inc., San Luis Obispo County Superior Court Case
17 No. CV000048;
- 18 b. Hernandez et al v. Target Stores et al., Santa Barbara Superior Court Case No.
19 2089837;
- 20 c. Octavio Barajes et al v. Sunset Car Wash, San Luis Obispo County Superior
21 Court Case No. CV030851;
- 22 d. Caldwell v. SMS Resorts, Inc. dba Sycamore Mineral Springs Resort, San Luis
23 Obispo County Superior Court Case No. CV0802643;
- 24 e. Coria v. Kenyon Plastering, Inc., San Luis Obispo Superior Court., CV 080302 -
25 2012); and
- 26 f. Barbosa v. Tom & Daves Tire Store, Inc., San Luis Obispo Superior Court., CV
27 110620 - 2014).

1 g. Jaime Vega Heredia and Mauro Vasquez v. Crop Production Services, Inc. Santa
2 Barbara Superior Court Case No. 1456389.

3 h. Baker v. Tognazzini Family, Inc., San Luis Obispo Superior Court Case No.
4 CV110083.

5 8. In addition to the above cases, I have been appointed Class Counsel individually
6 or with other co-counsel in the following matters:

7 a. Hall v. CheckNGo of California, Inc., American Arbitration Association Case No.
8 AAANo. 11 160 03021 04 confirmed in San Luis Obispo County Superior Court
9 Case No. CV 030345.

10 b. Wilmore V. Comerford, Inc., dba Fairway, San Luis Obispo Superior Court, CV
11 110480.

12 c. Ramirez v. Clearwater Nursery, Inc., San Luis Obispo Superior Court Case No.
13 CV110083.

14 9. My co-counsel and I have represented, and will continue to represent the best
15 interests of the class and administer the settlement. We have engaged in extensive investigation
16 of the facts and the applicable law. As noted above, we have many years of experience in
17 handling class actions, other complex litigation, and claims based on the same substantive law
18 asserted in the action. We have committed and will continue to commit the resources necessary
19 to provide the class with quality representation. We have represented thousands of other workers
20 in lawsuits similar in size, scope, and complexity to the present case, and have been appointed as
21 class counsel in every prior case where we have sought such appointment.

22 ***Prosecution of This Matter***

23 10. This case was brought on behalf of CIPRIANO PONCE and CARLOS FARIAS
24 ("Named Plaintiffs") against Defendants Agro-Jal Farming Enterprises, Inc. (Enterprises),
25 Paloma Packing, Inc., ("Paloma") and Frank Maldonado ("Maldonado") ("Defendants"). The
26 Named Plaintiffs seek unpaid wages, penalties, and other relief on behalf of themselves and the
27 class ("Settlement Class"). The proposed Settlement Class consists of approximately 2,000
28 workers who performed farm work related to planting, growing, and harvesting and who were

1 paid by Defendant Paloma between July 15, 2011 and March 11, 2021, which is the anticipated
2 date for preliminary approval. This time period is also known as the "class period." Plaintiffs'
3 principal claims include meal and rest break violations, minimum wage and overtime pay
4 violations, failure to reimburse business related expenses and provide accurate itemized wage
5 statements, and failure to pay all wages due on termination. Plaintiffs' claims are based on the
6 California Labor Code, the California Business & Professions Code §§ 17200, et seq., and the
7 California Private Attorney General Act, Cal. Lab. Code § 2698, et seq. ("PAGA"). Defendants
8 made changes to their pay policies and practices following the filing of this lawsuit.

9 11. The procedural history of this case is complex and the matter has been
10 hard-fought over many years. The action was filed on July 15, 2015. The case was heavily
11 litigated as this court is aware. It included a motion for summary judgment, numerous discovery
12 conferences and/or motions to compel, a motion to produce class contact information, motion
13 work regarding the content of the Belaire-West Notice, motion to amend the complaint, two
14 motions to certify the class, and a renewed motion to certify the class.

15 12. The case was heavily litigated as this court is aware. It included a motion for
16 summary judgment, numerous discovery conferences and/or motions to compel, a motion to
17 produce class contact information, motion work regarding the content of the Belaire-West
18 Notice, motion to amend the complaint, two motions to certify the class, and a renewed motion
19 to certify the class.

20 13. On October 17, 2019, Plaintiff Carlos Farias brought his first motion to certify a
21 class including seven subclasses. The court granted in part and denied in part Farias' motion in
22 its Ruling on Motion to Certify Class and Subclasses dated October 31, 2019. Specifically, the
23 Court did not certify a subclass alleging meal period violations.

24 14. On July 23, 2018, the Parties participated in a full-day mediation with private
25 mediator Mark Rudy. The case did not settle. Mr. Rudy continued until January 23, 2020 to try
26 to assist the parties in reaching resolution through numerous phone calls and emails. Starting in
27 April 2020, mediator and MSC judge, Raymond Mattison, conducted numerous mediation and
28

1 MSC sessions with the parties and counsel. Through his efforts the case finally settled on
2 November 4, 2020.

3 15. Following the mediation, the parties engaged in extended post-mediation
4 negotiations, culminating in mid-February in the Stipulation of Class Action Settlement, which
5 resolved the parties' disputes over all the remaining settlement terms. A true and correct copy of
6 the Stipulation of Class Action Settlement is attached hereto as Exhibit A. It includes a proposed
7 form of class notice ("Class Notice") (Exhibit "A1") and proposed opt out form for class
8 members to opt out of the settlement (Exhibit "A2"). The Named Plaintiffs and counsel for the
9 Plaintiffs believe that the Settlement is a fair result for the Settlement Class in light of all the
10 relevant circumstances.

11 16. The settlement negotiations throughout this case were at arms length and,
12 although conducted in a professional manner were adversarial. We went into the mediation
13 willing to explore the potential for a settlement of the dispute, but each side was also committed
14 and prepared to litigate its position through trial and appeal if a settlement was not reached. The
15 proposed settlement was reached at the end of a process that was neither fraudulent nor collusive.
16 To the contrary, counsel for the Parties aggressively advanced their respective positions
17 throughout this case.

18 17. During and after the mediations and MSCs, Class Counsel vigorously advocated
19 for the benefit of the Class Members. Examples included determining an appropriate allocation
20 of settlement proceeds between those Class Members who were currently employed by
21 Defendants and those no longer employed, since the former employees were potentially entitled
22 to waiting time penalties and had more interest accrual on their unpaid wages due the longer
23 passage of time since their wages were payable, and since Defendants appeared to have remedied
24 the challenged payroll practices in 2017. Avoiding further delay in this nearly five year old case
25 was also an important factor.

26 18. Although proposed Class Counsel believe the Named Plaintiffs' claims are
27 meritorious, that they would eventually prevail in certifying the meal break subclass, and that the
28 Named Plaintiffs would prevail on the merits of their claims, the Named Plaintiffs' counsel are of

1 the opinion that the settlement with Defendants for the consideration and on the terms set forth in
2 the Settlement Agreement are fair, reasonable, and adequate, and is in the best interests of the
3 Settlement Class and the Class Members in light of all known facts and circumstances, including
4 the risk of significant additional costs and delay, risk of non-certification of the meal break sub-
5 class, and the risks of Defendant Paloma's potential insolvency if hit with a judgment, the many
6 defenses asserted by Defendants, and risks of adverse determinations on the merits at trial and
7 appeal.

8 19. With respect to the certification issue, Plaintiff's motion was granted in part and
9 denied in part. The Court denial of the motion regarding certifying the meal break claims was
10 especially damaging to this case as it was the Named Plaintiffs' position those claims could
11 easily be proven by Defendants' payroll records and the testimony of Plaintiffs' expert. Proving
12 the claims that were certified was much more difficult to prove and required the testimony of
13 many workers. Obtaining this testimony would have been challenging as many of the workers
14 were absent, were afraid to testify against Defendants or to appear in court for a variety of
15 reasons.

16 20. In addition to the risks inherent in the litigation, delay would not be in the interest
17 of the class. The trial of this matter likely would have consumed a month and half and required
18 the Named Plaintiffs to advance substantial additional costs. An appeal would have led to further
19 delay, meaning that the case could have lasted for another one to two years.

20 21. The length of time is always significant in any case, as memories fade and
21 witnesses move from farm to farm or return home. It is especially significant in a case such as
22 this one, which involves low-wage workers in an industry characterized by frequent turnover,
23 where the case has already been pending for over five years. As a practical matter, the longer the
24 case drags on, the more difficult it could be to locate class members to testify at trial and to
25 compensate them for their losses once the case has concluded. Thus, the avoidance of any further
26 delay, as well as the immediate financial needs of these class members, weighs in favor of
27 settlement. In light of these considerations, Named Plaintiffs' counsel are satisfied that the terms
28

1 and conditions of the settlement are fair, reasonable and adequate and that the Settlement is in the
2 best interests of the Class.

3 22. In light of these considerations, and based on our experience as Class Counsel, we
4 are satisfied that the terms and conditions of the settlement are fair, reasonable and adequate and
5 that the Settlement is in the best interests of the Class. Further, this settlement will more than
6 likely influence Defendants to adopt further policies and practices intended to effect compliance
7 with California wage and hour employment laws.

8 23. The settlement was based on sufficient information to allow my co-counsel and I
9 to adequately evaluate the strengths and weaknesses of the case. Defendants provided thousands
10 of documents consisting of, among other things, payroll information, time records, employee
11 handbooks and policies which plaintiffs' counsel spent many hours reviewing. From this data, we
12 were able to calculate the wages and penalties owing to the proposed Settlement Class with a
13 high degree of confidence. According to those calculations, the maximum potential recovery for
14 the primary certified claims of unpaid minimum and overtime wages and rest period violations
15 (excluding meal period violations which was not certified, waiting time penalties, PAGA
16 penalties, interest, wage stub violations, or attorney fees and costs), is in the range of
17 \$3,370,000.00. This estimate of the potential recovery is based on the class claims that were
18 certified, and that certification is maintained through trial and judgment as the court only
19 conditionally certified certain claims, all defense challenges to potential liability are defeated,
20 and the Named Plaintiffs and the class recover 100% on all of their minimum wage, overtime,
21 missed rest break claims and unreimbursed business expense claims. The proposed settlement
22 reached is approximately thirty-six (36%) percent of this amount.

23 24. PAGA penalties are possibly eight figures assuming absolutely the best case
24 scenario for the Class. However, the PAGA penalties have the potential to vary wildly. Plaintiffs
25 alleged about a dozen separate Labor Code predicates which, under PAGA, are generally
26 assessed a penalty of \$100 for the first violation and \$200 for subsequent violations. Although
27 Plaintiffs alleged many separate Labor Code predicates, there were in fact only three fundamental
28 factual theories: unpaid off-the-clock wages, missed breaks, and unpaid expense reimbursement.

1 The parties disputed whether one Labor Code predicate or several predicates could apply to one
2 fundamental factual allegation. For example, Plaintiffs contended that failure to pay wages
3 implicated penalties under Labor Code §§ 204, 210, 216, and 221. Similarly, the parties disputed
4 whether an “initial violation” occurred at the first pay period, as contended by Plaintiffs, or
5 whether there were no “subsequent violations” until there had been adjudication or finding of a
6 violation, as contended by Defendants. Finally, the parties disputed the nature and extent of this
7 court’s ability to, “award a lesser amount than the maximum civil penalty amount specified by
8 this part if, based on the facts and circumstances of the particular case, to do otherwise would
9 result in an award that is unjust, arbitrary and oppressive, or confiscatory” under Labor Code
10 §2699(e)(2).

11 25. Plaintiffs have agreed to allocated the PAGA portion of the Settlement based on
12 the following factors: (1) the Settlement is a compromise which does not fully reimburse Class
13 Members for all unpaid wages they experienced; (2) the PAGA claim was not a driving factor in
14 the prosecution or settlement of this Class Action; (3) the actual value of the PAGA claim is
15 highly uncertain at this stage; and (4) Defendant Paloma’s ability to pay without driving it into
16 bankruptcy.

17 26. Further, the amount of PAGA penalties is subject to discretionary reduction under
18 Labor Code §2699(e)(2). Under these circumstances, the allocation of \$40,000 to settle
19 Plaintiffs’ representative claims under PAGA (3.3% of the Maximum Settlement Sum) is fair
20 and adequate in all respects, similar to amounts courts have approved in similar settlements, and
21 is more than adequate to achieve the LWDA’s enforcement objectives under PAGA.

22 27. In summary, Class counsel have substantial litigation experience in wage and hour
23 class actions. They are fully familiar with the legal and factual issues in this case, having
24 handled dozens of wage and hour class actions, PAGA representative actions, as well as other
25 types of class action and complex litigation. In their opinion, the settlement is fair and adequate,
26 especially given the current economy and the impact of the pandemic. There was the question of
27 whether all Defendants would be found jointly liable with Defendant Paloma as it was
28

1 Defendants' position that Defendant Paloma employed all the class members yet had few, if any,
2 assets, and could readily declare bankruptcy.

3 ***Criteria Satisfied for Certification of Settlement Class***

4 28. The court has already ruled that this case is appropriate for class treatment and
5 class-wide settlement. The case presents few individualized factual issues, other than the hours
6 that individual class members worked and the arithmetic involved in calculating their individual
7 damages. Common questions of fact and law predominate. The operative facts are based on
8 Defendants' standardized conduct, which appears to be uniformly applicable to the class as a
9 whole. The operative law governing overtime and double time requirements, meal and rest break
10 requirements, and the statutory bases for Plaintiffs' other claims are all the same as to each class
11 member. Had this matter not settled, Defendants would have vigorously disputed class
12 certification, arguing that individual questions—such as whether each putative class member
13 took meal and rest breaks, and the amount each individual class member was
14 owed—predominated over common issues. While Plaintiffs dispute these arguments, their
15 existence demonstrates the risks and complexity of this case and must be considered in assessing
16 the value of the settlement.

17 ***Reimbursement/Enhancement to the Plaintiffs is Reasonable***

18 29. The Named Plaintiffs' active participation was critical to the success of this
19 lawsuit. They assisted in the investigation of this case, interviewed and selected counsel, gathered
20 wage information for themselves and other Settlement Class members, contacted other
21 Settlement Class members to seek their participation in the case, sat for and attended numerous
22 depositions, and prepared for and participated in three mediations. They responded to a large
23 amount of written discovery that was propounded on them by Defendants, and were willing to
24 testify at trial if necessary. The Named Plaintiffs believe they have undertaken personal risks in
25 serving as the driving force behind this lawsuit for the benefit of not only themselves, but their
26 co-workers. They participated in a class action, despite the economic difficulties they and their
27 families face, because they wanted to pursue relief for the entire class, not just themselves.

1 30. The Named Plaintiffs not only aided substantially in the successful prosecution of
2 this action but did so in the face of financial and career risks by bringing this action against
3 Defendants and agreeing to serve as class representatives.

4 31. The Named Plaintiffs incurred financial costs in providing assistance to Class
5 Counsel. Named Plaintiffs took days off from work, without pay, to travel to an out of town
6 mediation, and attend several full-day mediations and attorney-client meetings to discuss issues
7 in this action, prepare for mediation, prepare for depositions, review extensive settlement
8 documents and execute settlement agreements.

9 32. Named Plaintiffs also risked a potential financial judgment taken against them if
10 this matter had been unsuccessful. Case law holds that a losing party is liable for the prevailing
11 party's costs.

12 33. Additionally, Named Plaintiffs assumed potentially career-damaging risks by
13 filing this class action against Defendants. The Named Plaintiffs have cost Defendants a
14 substantial sum of money through their courage in vindicating their rights and the rights of past
15 and present employees of Defendants. Such conduct will also not be lost on a prospective
16 employer who has to choose between an applicant who has never sued a prior employer and one
17 who has. This danger is especially real in this computer age, where employers can easily run
18 background checks of job applicants to see whether they ever filed suit against former employers.

19 34. But the Named Plaintiffs did not allow this fear of the potential repercussions
20 deter them from acting for the benefit of the class. Quite the contrary, the Named Plaintiffs were
21 intimately involved in this case and devoted many hours over five years to this case.

22 35. As a result of the foregoing efforts, the Named Plaintiffs missed work, resulting in
23 lost wages, and met with Class Counsel during their personal time in the evenings and on
24 weekends.

25 36. Additionally, in exchange for the class action settlement, the Named Plaintiffs
26 agreed to a General Release of all individual claims as well as the "Released Claims" in the
27 Stipulation of Settlement.
28

1 37. My co-counsel and I believe that the requested enhancement payments to the
2 Named Plaintiffs of \$20,000 each are fair and reasonable given their respective involvement in
3 the case and in light of all the circumstances.

4 38. I was one of the class counsel in *Hall v. CheckNGo of California, Inc.*, American
5 Arbitration Association Case No. AAA No. 11 160 03021 04. The Honorable James M. Slater
6 (ret.) approved a \$16,000 enhancement to each named plaintiff in that case. These enhancements
7 were later confirmed by San Luis Obispo Superior Court in *Hall v. CheckNGo of California, Inc.*,
8 San Luis Obispo County Superior Court, Case No. CV 030345.

9 39. Mr. Cordes and I were class counsel in *Coria v. Kenyon Plastering, Inc.* San Luis
10 Obispo Superior Court., CV 080302. The Honorable Jac Crawford approved a \$18,000
11 enhancement to a named plaintiff in that case.

12 ***Class Counsel's Attorneys' Fees and Costs are Reasonable***

13 40. The settlement calls for the payment of an attorney fee award of \$480,00 or forty
14 percent of the total settlement fund, plus costs not to exceed \$75,000.00. This request is fair,
15 reasonable, and adequate to compensate my firm and Mr. Cordes' firm for the thousands of hours
16 our firms put into this case and, moreover, the risk our firms assumed by taking this case in the
17 first place. The attorneys' fees award is intended to reimburse Class Counsel for all
18 uncompensated work that we have already done and for all the work we will continue to do in
19 carrying out and overseeing the administration of the settlement. We have invested a significant
20 amount of time that was necessary to adequately investigate the claims before filing suit, obtain
21 meaningful discovery, prepare and respond to discovery, prepare, take and defend depositions,
22 prepare for and participate in mediations, assess the strengths and weaknesses of the class claims,
23 and arrive at a sound valuation of those claims.

24 41. When this case was taken on a contingent fee basis over five years ago, the
25 ultimate result was far from certain. Contingent-fee cases present the very real risk of working
26 hundreds, if not thousands of hours, which may never be entirely compensated. Moreover, while
27 the case is being litigated, our firms must pay overhead and out-of-pocket expenses incurred on
28 the Plaintiffs' behalf.

1 42. Our firms have borne, and continue to bear, the entire risk and cost of litigation
2 associated with this class action on a pure contingency basis. The factual and legal issues posed
3 in this case were evolving and difficult, due in part to open questions before the California
4 Supreme Court related to class actions, wage and hour laws, and unsettled views concerning the
5 use of representative, statistical, custom and practice, and expert testimony in establishing
6 liability as to an entire class.

7 43. It is also likely that, even after final approval of the settlement has been granted,
8 we will be called upon to expend additional amounts of time in the presentation and resolution
9 of contests and disputes relating to Class Members' claims under the terms of the proposed
10 settlement, as to the amounts of individual claims and perhaps other individual issues.

11 44. As of this date, my firm has spent well over 1900 hours on this case. My co-
12 counsel have spent more than 1600 additional hours. Assuming Class Counsel only spent 3,500
13 billable hours, the \$480,000 in attorney's fees requested works out to a billing rate of \$137.14 per
14 hour. Therefore, the fee request in the amount of \$480,000 or forty percent of the Maximum
15 Settlement Fund is very reasonable and fair for the services provided to Class Members and the
16 benefits they are to receive.

17 I declare under penalty of perjury of the laws of the State of California that the foregoing
18 is true and correct. Executed ^{March} ~~February~~ 1, 2021 at San Luis Obispo, California.

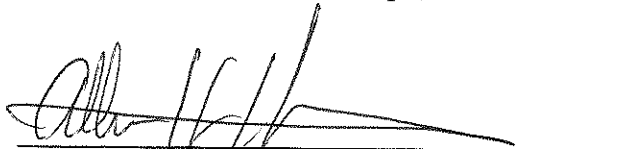
19
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21 
22 ALLEN K. HUTKIN
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27
28

Exhibit A

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23 Attorneys for Defendants
24 AGRO-JAL FARMING ENTERPRISES, INC.; PALOMA
25 PACKING, INC.; and FRANK MALDONADO

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
27 **COUNTY OF SAN LUIS OBISPO**

28 CIPRIANO PONCE and CARLOS FARIAS,
individually and acting in the interest of other
current and former employees,

Plaintiffs,

vs.

AGRO-JAL FARMING ENTERPRISES, INC.;
PALOMA PACKING, INC.; and FRANK
MALDONADO, et al.,

Defendants.

Case No. 15CV-0373

**STIPULATION OF CLASS ACTION
SETTLEMENT**

[Assigned for all purposes to The Honorable
Ginger E. Garrett, Dept. 2]

1 **STIPULATION OF CLASS ACTION SETTLEMENT**

2 IT IS HEREBY STIPULATED, by and between Plaintiffs CIPRIANO PONCE and
3 CARLOS FARIAS, on behalf of themselves and the Settlement Class Members, on the one hand,
4 and Defendants AGRO-JAL FARMING ENTERPRISES, INC.; PALOMA PACKING, INC.; and
5 FRANK MALDONADO, on the other hand, and subject to the approval of the Court, that the
6 Action is hereby being compromised and settled pursuant to the terms and conditions set forth in
7 this Stipulation of Class Action Settlement and that the Court shall make and enter judgment,
8 subject to the continuing jurisdiction of the Court as set forth below, subject to the definitions,
9 recitals and terms set forth herein which by this reference become an integral part of this
10 Agreement:

11 **DEFINITIONS**

- 12 1. "Agreement" means this Stipulation of Class Action Settlement.
- 13 2. "Action" means *Cipriano Ponce, et al. v. Agro-Jal Farming Enterprises, Inc., et al.*
14 filed on July 15, 2015, in the San Luis Obispo County Superior Court, Case No. 15CV-0373.
- 15 3. "Class Counsel" means Allen Hutkin, Esq. of Hutkin Law Firm and James H.
16 Cordes, Esq., at James H. Cordes and Associates.
- 17 4. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and
18 resolution of this Action and their expenses and costs incurred in connection with the Action, paid
19 from the Maximum Settlement Fund.
- 20 5. "Class Information" means information regarding Settlement Class Members that
21 Defendants will compile in good faith from its records and provide to the Settlement
22 Administrator. The Class Information shall be formatted as a Microsoft Excel spreadsheet and
23 shall include: each Settlement Class Member's employee number; full name; last known address;
24 last known home telephone number; Social Security Number; start date of employment; whether
25 currently employed or, if a former employee, end date of employment; Compensable Hours; and
26 the total Compensable Hours worked before September 25, 2017 and the total Compensable Hours
27 worked on or after that date for the Settlement Class Members.
- 28 6. "Class Period" means the period from July 15, 2011 through March 11, 2021.

1 7. “Compensable Hours” means the number of hours during which Settlement Class
2 Members worked for Defendants during the Class Period.

3 8. “Court” means the San Luis Obispo County Superior Court.

4 9. “Current Settlement Class Members” means current employees of Defendant
5 Paloma Packing as of March 11, 2021, who, during the Class Period, worked in California and
6 performed farm work related to planting, growing, harvesting, shipping, cooling, processing,
7 and/or shipping fruits and/or vegetables and who were paid by Defendant Paloma Packing. The
8 “Current Settlement Class Members” shall not include any person who submits a timely and valid
9 request for exclusion as provided in this Agreement.

10 10. “Defendants” means Defendants AGRO-JAL FARMING ENTERPRISES, INC.;
11 PALOMA PACKING, INC.; and FRANK MALDONADO named in the currently operative
12 Amended Complaint in this Action, and its past, present and/or future, direct and/or indirect,
13 officers, directors, employees, agents, representatives, attorneys, insurers, partners, investors,
14 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
15 successors, assigns, and joint venturers.

16 11. “Effective Date” means the date upon which the Court grants final approval of the
17 Settlement if (a) no Settlement Class Members file objections to the Settlement, or (b) any
18 Settlement Class Member files an objection but it is subsequently withdrawn. However, if an
19 objection is filed and an appeal or other appellate proceeding is initiated, the Effective Date shall
20 be the date sixty (60) days after the date upon which the Court grants final approval of the
21 Settlement if within this time no notice of appeal is filed by an objector; or if a timely appeal is
22 initiated by an objector, the Effective Date shall be the date of final resolution of that appeal
23 (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial
24 approval of the Settlement.

25 12. “Former Settlement Class Members” means all employees of Defendant who,
26 during the Class Period, worked in California and performed farm work related to planting,
27 growing, harvesting, shipping, cooling, processing, and/or shipping fruits and/or vegetables and
28 who were paid by Defendant Paloma Packing. The “Former Class Members” shall include
Plaintiffs, as defined below, and approximately 12 current or former non-exempt hourly employees

1 paid by Agro-Jal Enterprises, Inc. to be named by Defendants, but exclude any person who submits
2 a timely and valid request for exclusion as provided in this Agreement.

3 13. "Maximum Settlement Fund" means One Million Two Hundred Thousand Dollars
4 (\$1,200,000.00). In no event shall Defendants be liable for more than One Million Two Hundred
5 Thousand Dollars (\$1,200,000.00) as a result of this Settlement.

6 14. "Individual Settlement Payment" means the amount payable from the Net
7 Settlement Amount to each Settlement Class Member.

8 15. "LWDA PAGA Allocation" means the seventy-five percent (75%) portion of the
9 PAGA Payment to be paid to the State of California's Labor Workforce Development Agency
10 (LWDA).

11 16. "Net Settlement Amount" means the Maximum Settlement Fund, less Class Counsel
12 Award, Class Counsels' costs, Service Awards, Settlement Administration Costs, the LWDA
13 PAGA Allocation, and Defendants' tax contributions and liabilities, including, but not limited to,
14 payroll taxes and other required withholdings, such as FICA and FUTA contributions.

15 17. "Notice Packets" means the Notice of Proposed Class Action Settlement
16 (substantially in the form attached as **Exhibit 1**). Notice Packets shall be provided in both English
17 and in Spanish.

18 18. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean
19 either Plaintiffs or Defendants, individually.

20 19. "PAGA Payment" means the amount payable from the Maximum Settlement Fund
21 to resolve PAGA claims alleged in the Action.

22 20. "Payment Ratio" means the respective Compensable Hours for each Settlement
23 Class Member divided by the total Compensable Hours for all Settlement Class Members.

24 21. "Plaintiffs" means Plaintiffs CIPRIANO PONCE and CARLOS FARIAS.

25 22. "Released Claims" means all causes of action alleged or that could have been
26 alleged in the operative Amended Complaint based upon the facts alleged in the operative
27 Amended Complaint, including all of the following claims for relief: (a) failure to pay minimum
28 wages (Cal. Lab. Code §§ 1997, 1994(a), 1994.2 & Wage Order 14-2001); (b) failure to pay
overtime wages (Wage Order 14, Cal. Lab. Code §§ 510, 558, 1994, 1994.2, 1997.1, 1998); (c)

1 failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3 and 226.6 *et seq.*); (d)
2 waiting-time penalties (Cal. Lab. Code § 203); (e) failure to provide meal and/or rest periods (Cal.
3 Lab. Code §§ 226.7, 512 and Wage Order No. 14); (f) failure to reimburse for work-related
4 expenses (Cal. Lab. Code § 2802); (g) unfair business practices and/or unfair competition (Cal. Bus.
5 & Prof. Code §§ 17200 *et seq.*); (h) civil penalties pursuant to the Labor Code Private Attorneys
6 General Act of 2004 ("PAGA") (Cal. Lab. Code §§ 2698 *et seq.*); (i) any other claims or penalties
7 under the wage and hour laws pleaded in the Action or that could have been pleaded based on the
8 allegations contained in the Action; and (j) all damages, penalties, interest and other amounts
9 recoverable pursuant to (a)-(j) under California law, to the extent permissible, including but not
10 limited to the California Labor Code as to the facts alleged in the Amended Complaint, the
11 applicable Wage Orders as to the facts alleged in the Amended Complaint, and the California
12 Unfair Competition Law. The Released Claims also include all claims under PAGA that could
13 have been premised on the facts and legal theories raised in the Amended Complaint. The
14 Released Claims also include all claims Plaintiffs and Settlement Class Members may have against
15 the Released Parties relating to (i) the payment and allocation of attorneys' fees and costs to Class
16 Counsel pursuant to this Agreement and (ii) the payment of the Service Awards pursuant to this
17 Agreement. The period applicable to the Released Claims shall extend from July 15, 2011 through
18 March 11, 2021. All Class Members who do not opt out of the Settlement are bound by a limited
19 Section 1542 waiver that releases all claims, known or unknown, within the definition of Released
20 Claims, irrespective of the factual or legal basis for such claims. Plaintiffs are bound by a
21 complete Section 1542 waiver of all claims known or unknown. It is further the intent of the
22 Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res*
23 *judicata* effect and be final and binding upon Plaintiffs and all Settlement Class Members who
24 have not expressly opted out of the settlement.

25 22.1. "General Release" means any claim, whether known or unknown, which Plaintiffs
26 have ever had, or hereafter may claim to have, arising on or before the Effective Date, including
27 without limitation, any claims relating to or arising out of any aspect of their employment with the
28 Released Party, or the termination of their employment with the Released Party, any claims for
failure to pay minimum wages, overtime wages, wage statements, waiting time penalties, missed

1 meal and rest period premiums, unfair competition law, civil penalties under PAGA, or any other
2 claims under the California Labor Code, the California Business and Professions Code, the Fair
3 Labor Standards Act, 29 U.S.C. section 201, *et seq.*, or any state, county or city law or ordinance
4 regarding wages or compensation; any claims for employee benefits, including without limitation,
5 any claims under the Employee Retirement Income Security Act of 1974; any claims of
6 employment discrimination on any basis, including without limitation, any claims under Title VII
7 of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil
8 Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave
9 Act of 1993, the California Government Code, or any other state, county or city law or ordinance
10 regarding employment discrimination or retaliation.

11 23. "Released Parties" means Defendants, including Abel Maldonado, Jr., Abel
12 Maldonado, Sr., Agro-Jal Farms, Inc., and their affiliates and related entities, including, without
13 limitation, their parents and subsidiaries, predecessors, successors, divisions, joint ventures and
14 assigns, and each of these entities' past or present directors, officers, employees, partners,
15 members, principals, agents, family members, joint employers, insurers, co-insurers, re-insurers,
16 shareholders, attorneys and personal or legal representatives.

17 24. "Response Deadline" means the date thirty (30) days after the Settlement
18 Administrator mails Notice Packets to Current and Former Settlement Class Members and is the
19 last date on which Current and Former Settlement Class Members may submit a request for
20 exclusion, or object to the Settlement.

21 25. "Service Award" means the amount that the Court authorizes to be paid to Plaintiffs,
22 in addition to their Individual Settlement Payment, in recognition of their efforts and risks in
23 assisting with the prosecution of the Action and in exchange for executing a General Release of
24 Defendants and the Released Parties.

25 26. "Settlement" means the disposition of the Action pursuant to this Agreement.

26 27. "Settlement Administration Costs" means the amount to be paid to the Settlement
27 Administrator from the Maximum Settlement Fund for administration of this Settlement.

28 28. "Settlement Administrator" means CPT Group, Inc. Class Action Administrators.

29. "Settlement Class Members" collectively means Former Settlement Class Members and Current Settlement Class Members as defined above.

RECITALS

30. Class Certification. The Parties stipulate and agree to the full certification of this Action and that Plaintiffs and Class Counsel adequately represent the members of the class for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, the full class certification agreed to by this Agreement and that Plaintiffs and Class Counsel adequately represent the members of the class shall immediately be revoked without prejudice and the Settlement Class immediately decertified (subject to further proceedings on motion of any party to further certify that which the Court has already certified or deny certification thereafter). The Parties' willingness to stipulate to class certification and agreement that Plaintiffs and Class Counsel adequately represent the members of the class as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit.

31. Procedural History. On July 15, 2015, Plaintiffs filed a putative class action Complaint alleging claims for Defendants' failure to pay minimum wages, failure to pay overtime wages, failure to provide accurate wage statements, waiting time penalties, meal and rest period violations, failure to reimburse for work-related expenses, and claims under California Business & Professions Code sections 17200, *et seq.* On September 1, 2015, Plaintiffs amended their Complaint to plead an additional claim under PAGA. On October 19, 2019, the Court granted in part and denied in part Plaintiff's Motion for Class Certification. After numerous mediations/MSCs before mediator Mark Rudy and mediator and MSC judge Raymond Mattison, the Parties came to an agreement on all material terms to resolve this Action in its entirety.

32. Benefits of Settlement to Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation.

1 Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability
2 for the claims asserted in the Action, both generally and in response to Defendants' defenses
3 thereto, and the difficulties in establishing damages for the Settlement Class Members. Plaintiffs
4 and Class Counsel have also taken into account the extensive settlement negotiations conducted.
5 Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth
6 in this Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the
7 Settlement Class Members.

8 33. Defendants' Reasons for Settlement. Defendants have concluded that any further
9 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
10 time and resources of Defendants have been and, unless this Settlement is made, will continue to be
11 devoted to the defense of the claims asserted by Plaintiffs and Settlement Class Members.

12 Defendants have also taken into account the risks of further litigation in reaching its decision to
13 enter into this Settlement. Despite continuing to contend that it is not liable for any of the claims
14 set forth by Plaintiffs, Defendants have, nonetheless, agreed to settle in the manner and upon the
15 terms set forth in this Agreement to put to rest the claims as set forth in the Action. Defendants
16 have claimed and continue to claim that the Released Claims have no merit and do not give rise to
17 liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement
18 and no documents referred to herein and no action taken to carry out this Agreement may be
19 construed or used as an admission by or against Defendants as to the merits or lack thereof of the
20 claims asserted. The monies being paid as part of the settlement are genuinely disputed and the
21 Parties agree that the provisions of Labor Code section 206.5 are not applicable to this Settlement.

22 34. Settlement Class Members' Claims. Settlement Class Members have claimed and
23 continue to claim that the Released Claims have merit and give rise to liability on the part
24 Defendants. This Agreement is a compromise of disputed claims. Nothing contained in this
25 Agreement and no documents referred to herein and no action taken to carry out this Agreement
26 may be construed or used as an admission by or against the Settlement Class Members or Class
27 Counsel as to the merits or lack thereof of the claims asserted.

28 **TERMS OF AGREEMENT**

35. Approval of Settlement. As soon thereafter as there is availability on the Court's

1 calendar, Plaintiffs on behalf of the Class and the PAGA claim shall request a hearing before the
2 Court to seek preliminary approval of the Settlement. This hearing may be conducted under
3 shortened time, and Class Counsel may seek an expedited Preliminary Approval hearing date via
4 an ex parte request. In conjunction with this hearing, Plaintiffs will submit this Agreement, which
5 sets forth the terms of this Settlement, and will include proposed forms of all notices and other
6 documents necessary to implement the Settlement. Class Counsel shall prepare the motion for
7 preliminary approval and the motion for final approval, which shall be subject to review by counsel
8 for Defendants. Simultaneously with the filing of the Motion for Preliminary Approval, Plaintiffs
9 shall submit this Agreement to the LWDA in accordance with Labor Code §2699(1)(2).
10

11 36. Release As To All Class Members. There are two releases in this Settlement: (i) the
12 General Release which only applies to the Plaintiffs, and (ii) the "Released Claims" which applies
13 to the Settlement Class Members. The Released Claims are in paragraph 22 as follows:
14

15 [A]ll causes of action alleged or that could have been alleged in the operative Amended
16 Complaint based upon the facts alleged in the operative Amended Complaint, including all
17 of the following claims for relief: (a) failure to pay minimum wages (Cal. Lab. Code §§
18 1997, 1994(a), 1994.2 & Wage Order 14-2001); (b) failure to pay overtime wages (Wage
19 Order 14, Cal. Lab. Code §§ 510, 558, 1994, 1194.2, 1997.1, 1998); (c) failure to provide
20 accurate wage statements (Cal. Lab. Code §§ 226, 226.3 and 226.6 *et seq.*); (d) waiting-
21 time penalties (Cal. Lab. Code § 203); (e) failure to provide meal and/or rest periods (Cal.
22 Lab. Code §§ 226.7, 512 and Wage Order No. 14); (f) failure to reimburse for work-related
23 expenses (Lab. Code § 2802); (g) unfair business practices and/or unfair competition (Cal.
24 Bus. & Prof. Code §§ 17200 *et seq.*); (h) civil penalties pursuant to the Labor Code Private
25 Attorneys General Act of 2004 ("PAGA") (Cal. Lab. Code §§ 2698 *et seq.*); (i) any other
26 claims or penalties under the wage and hour laws pleaded in the Action or that could have
27 been pleaded based on the allegations contained in the Action; and (j) all damages,
28 penalties, interest and other amounts recoverable pursuant to (a)-(j) under California law, to
the extent permissible, including but not limited to the California Labor Code as to the facts
alleged in the Amended Complaint, the applicable Wage Orders as to the facts alleged in
the Amended Complaint, and the California Unfair Competition Law. The Released Claims
also include all claims under PAGA that could have been premised on the facts and legal
theories raised in the Amended Complaint. The Released Claims also include all claims
Plaintiffs and Settlement Class Members may have against the Released Parties relating to
(i) the payment and allocation of attorneys' fees and costs to Class Counsel pursuant to this
Agreement and (ii) the payment of the Service Awards pursuant to this Agreement.

The Released Claims exclude all other claims except for those causes of action alleged or

1 that could have been alleged in the operative complaint based upon the facts alleged in the
2 operative Amended Complaint, and claims outside the Class Period. As of the Effective Date, in
3 exchange for the Maximum Settlement Fund, the Settlement Class Members release the Released
4 Parties from the Released Claims for the Class Period. With respect to the Released Claims only,
5 the Settlement Class Members stipulate and agree that, upon the Effective Date, the Settlement
6 Class Members shall be deemed to have, and by operation of the final judgment shall have,
7 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
8 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal
9 or state law, which Section provides:

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

15 For the Settlement Class Members, this waiver of Section 1542 only applies to the
16 Released Claims as defined herein. The Settlement Class Members may hereafter discover
17 facts different from those they now know or believe to be true with respect to the Released
18 Claims, but upon the Effective Date, shall be deemed to have, and by operation of the final
19 judgment shall have, fully, finally, and forever settled and released any and all of the Released
20 Claims only, whether known or unknown, suspected or unsuspected, contingent or non-
21 contingent, which now exist, or heretofore have existed, upon any theory of law or equity now
22 existing or coming into existence in the future, including, but not limited to, conduct that is
23 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without
24 regard to the subsequent discovery or existence of such different or additional facts. Class
25 Counsel has not determined that sufficient facts exist from which to conclude that any other
26 legal claims exist against Defendants, other than those already pleaded in the operative
27 Amended Complaint.

1 36.1. Release As To Plaintiffs Only. As of the Effective Date, in exchange for the
2 Maximum Settlement Fund, Plaintiffs agree to the General Release. With respect to the Plaintiffs'
3 General Release, the Plaintiffs stipulate and agree that, upon the Effective Date, they shall be
4 deemed to have, and by operation of the final judgment shall have, expressly waived and
5 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of
6 Section 1542 of the California Civil Code, or any other similar provision under federal or state law,
7 which Section provides:

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

11 Plaintiffs may hereafter discover facts in addition to or different from those they now know
12 or believe to be true with respect to the General Release, but upon the Effective Date, shall be
13 deemed to have, and by operation of the final judgment shall have, fully, finally, and forever settled
14 and released any and all claims, whether known or unknown, suspected or unsuspected, contingent
15 or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity
16 now existing or coming into existence in the future, including, but not limited to, conduct that is
17 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard
18 to the subsequent discovery or existence of such different or additional facts.

19 37. Tax Liability. The Parties make no representations as to the tax treatment or legal
20 effect of the payments called for hereunder, and Settlement Class Members are not relying on any
21 statement or representation by the Parties in this regard. Settlement Class Members understand and
22 agree that they will be responsible for the payment of any employee taxes and penalties assessed on
23 the payments described herein and will hold the Parties free and harmless from and against any
24 claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal
25 tax treatment of the payments made pursuant to this Agreement, including the treatment of such
26 payments as not subject to withholding or deduction of personal employment taxes.

27 38. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
28 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no

1 written communication or disclosure between or among the Parties or their attorneys and other
2 advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be
3 construed or be relied upon as, tax advice within the meaning of United States Treasury
4 Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied
5 exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax
6 advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the
7 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
8 entitled to rely upon any communication or disclosure by any attorney or adviser to any other party
9 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
10 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
11 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
12 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
13 including any transaction contemplated by this Agreement.

14 39. Settlement Administration. Within ten (10) calendar days after the Court grants
15 preliminary approval of this Agreement, Defendants shall provide the Settlement Administrator
16 with the Class Information for purposes of mailing Notice Packets to Settlement Class Members.

17 a. Notice By First Class U.S. Mail. Upon receipt of the Class Information, the
18 Settlement Administrator will perform a search based on the National Change of
19 Address Database to update and correct any known or identifiable address changes.
20 Within fourteen (14) calendar days after receiving the Class Information from
21 Defendants as provided herein, the Settlement Administrator shall mail copies of the
22 Notice Packet to all Settlement Class Members via regular First Class U.S. Mail.
23 The Settlement Administrator shall exercise its best judgment to determine the
24 current mailing address for each Settlement Class Member. The address identified
25 by the Settlement Administrator as the current mailing address shall be presumed to
26 be the best mailing address for each Settlement Class Member.

27 b. Communications. The Parties and their counsel agree that they will not issue
28 any press releases, or initiate any contact with the media about this case and/or the
fact, amount, or terms of this Agreement or the Action. If counsel for either Party

1 receives an inquiry about the Settlement from the media, counsel may only respond
2 that a settlement has been reached.

3 c. Notice by Alternative Methods. Notice of the settlement may be published in
4 English and Spanish publications located in Southern San Luis Obispo and Northern
5 Santa Barbara Counties most likely to give notice to the Settlement Class as
6 determined by Class Counsel. Plaintiffs and Class Counsel may also publicize the
7 Settlement by the internet, social media such as Facebook, newspaper and magazine
8 ads in order to locate and obtain the current contact information for Settlement Class
9 Members so they may be sent notice or their checks. Before publication, Class
10 Counsel shall review the proposed publication with Defendants' counsel for
11 comment. If Defendants' counsel objects to the publication then both counsel shall
12 present their reason for and/or objection to the publication to Raymond Mattison, or
13 if he is not available, to someone agreed on or selected by the Court to act as
14 arbitrator on whether the publication should be made. The cost of these alternative
15 means of providing notice shall be part of Class Counsel's application for cost
16 reimbursement.

17 40. Undeliverable Notices. Any Notice Packets returned to the Settlement
18 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
19 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
20 Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other
21 search using the name, address and/or Social Security number of the Settlement Class Member
22 involved, and shall then perform a re-mailing, if another mailing address is identified by the
23 Settlement Administrator. Settlement Class Members who received a re-mailed Notice Packet
24 shall have their Response Deadline extended fifteen (15) days from the original Response Deadline
25 to request exclusion, or object to the Settlement.

26 a. No Claim Form Required by Plaintiffs. Plaintiffs shall receive Individual
27 Settlement Payments from the Net Settlement Amount without submitting a Claim Form.

28 b. No Claim Form Required For Current and Former Settlement Class Members. All Current
and Former Settlement Class Members shall receive Individual Settlement Payments from

1 the Net Settlement Amount without submitting a Claim Form, unless the Settlement Class
2 Member submits a valid and timely request for exclusion. The Notice Packet sent to
3 Current and Former Settlement Class Members shall list the employment dates worked by
4 each Current or Former Settlement Class Member and the estimated Individual Settlement
5 Payment for each respective Current or Former Settlement Class Member, as well as notify
6 Current or Former Settlement Class Members of the Response Deadline for purposes of
7 submitting a request for exclusion or objection.

8 c. Disputes Regarding Individual Settlement Payments. Settlement Class Members will have
9 the opportunity, should they disagree with Defendants' records regarding the dates of
10 employment stated on their Notice Packets, to provide documentation and/or an explanation
11 to show contrary employment dates. If there is a dispute, the Settlement Administrator will
12 consult with the Parties to determine whether an adjustment is warranted. The Settlement
13 Administrator shall determine the eligibility for, and the amounts of, any Individual
14 Settlement Payments under the terms of this Agreement. The Settlement Administrator's
15 determination of the eligibility for and amount of any Individual Settlement Payment shall
16 be binding upon the Settlement Class Member and the Parties.

17 d. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
18 Settlement Administrator concerning the administration of the Settlement will be resolved
19 by the Court under the laws of the State of California. Prior to any such involvement of the
20 Court, counsel for the Parties will confer in good faith to resolve the disputes without the
21 necessity of involving the Court.

22 e. Exclusions. The Notice Packet shall state that Settlement Class Members who wish to
23 exclude themselves from the Settlement must submit a written request for exclusion by the
24 Response Deadline. The written request for exclusion must state that the Settlement Class
25 Member wishes to exclude himself or herself from the Settlement and (1) must contain the
26 name, address, telephone number and the last four digits of the Social Security number of
27 the person requesting exclusion; (2) must be signed by the Settlement Class Member;
28 (3) must be postmarked or fax stamped by the Response Deadline and returned to the
Settlement Administrator at the specified address or fax telephone number; and (4) contain

1 the typewritten or handwritten statement: "I wish to be excluded from the class action
2 settlement, and I understand that I will receive no money from the settlement because of my
3 request to be excluded." The request for exclusion will not be valid if it is not timely
4 submitted, if it is not signed by the Settlement Class Member, or if it does not contain the
5 name and address of the Settlement Class Member. The date of the postmark on the return
6 mailing envelope or fax stamp on the request for exclusion shall be the exclusive means
7 used to determine whether the request for exclusion was timely submitted. Any Settlement
8 Class Member who requests to be excluded from the Settlement Class will not be entitled to
9 any recovery under the Settlement and will not be bound by the terms of the Settlement or
10 have any right to object, appeal or comment thereon. Settlement Class Members who fail
11 to submit a valid and timely written request for exclusion on or before the Response
12 Deadline shall be bound by all terms of the Settlement and any final judgment entered in
13 this Action if the Settlement is approved by the Court. No later than fifteen (15) calendar
14 days after the Response Deadline, the Settlement Administrator shall provide counsel for
15 the Parties with a final list of the Settlement Class Members who have timely submitted
16 written requests for exclusion. The Parties to this Agreement and their counsel agree that
17 they will not solicit or encourage Settlement Class Members to opt-out or object to this
18 Agreement. If, however, more than five percent (5%) of the Settlement Class Members
19 submit timely requests for exclusion, Defendants shall have the exclusive right to void this
20 Agreement. Defendants shall make their election within ten (10) calendar days after the
21 Settlement Administrator notifies the Parties of the final number of requests for exclusion
22 received, which the Settlement Administrator will do within fifteen (15) calendar days after
the deadline for submission of requests for exclusion.

23 f. Objections. The Notice Packet shall state that Settlement Class Members who wish to object
24 to the Settlement must file with the Court and serve on all Parties a written statement of
25 objection ("Notice of Objection") by the Response Deadline. The date of filing and the date
26 on the proof of service shall be deemed the exclusive means for determining that a Notice of
27 Objection was filed and served timely. The Notice of Objection must be signed by the
28 Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2)

1 the dates of employment of the Settlement Class Member; (3) the last four digits of the
2 Settlement Class Member's Social Security number and/or the Employee ID number; (4) the
3 basis for the objection; and (5) if the Settlement Class Member intends to appear at the Final
4 Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make
5 objections in the manner specified above shall be deemed to have waived any objections and
6 shall be foreclosed from making any objections (whether by appeal or otherwise) to the
7 Settlement. Settlement Class Members who submit a timely Notice of Objection will have a
8 right to appear at the Final Approval/Settlement Fairness Hearing in order to have their
9 objections heard by the Court. At no time shall any of the Parties or their counsel seek to
10 solicit or otherwise encourage Settlement Class Members to file or serve written objections
11 to the Settlement or appeal from the Order and Final Judgment. Class Counsel shall not
12 represent any Settlement Class Members with respect to any such objections.

13 41. Funding and Allocation of Maximum Settlement Fund. This Agreement is a non-
14 reversionary Settlement in which Defendants are required to pay the entirety of the Maximum
15 Settlement Fund as Individual Settlement Payments, the Service Awards, the Class Counsel
16 Award, Class Counsel Costs, the Settlement Administration Costs, the LWDA PAGA Allocation,
17 and Defendants' tax contributions and liabilities, including, but not limited to, payroll taxes and
18 other required withholdings, such as FICA and FUTA contributions. No amount of the Maximum
19 Settlement Fund will revert to Defendants. Defendants shall deliver the Maximum Settlement Fund
20 to the Settlement Administrator in accordance with the following payment schedule: (1)
21 \$800,000.00 within five (5) days of the Effective Date; (2) \$200,000.00 one year after the Effective
22 Date; and (3) \$200,000.00 two years after the Effective Date. Defendants shall have the option in
23 its sole discretion to provide the Maximum Settlement Fund, or any portion thereof, to the
24 Settlement Administrator at an earlier time or at earlier times without any pre-payment penalty.
25 Any pre-payment by Defendants of the entire Maximum Settlement Fund does not constitute a
26 breach of this Agreement. In no event shall Defendants be liable for more than One Million Two
27 Hundred Thousand Dollars (\$1,200,000.00) as a result of this Settlement.
28

- 1 a. Distribution of Settlement Payments to Authorized Claimants. As soon as
2 reasonably possible after receipt of each payment as set forth above the Settlement
3 Administrator shall make Settlement Payments in the following order:
- 4 i. First, Administration Costs will be paid to the Settlement Administrator.
 - 5 ii. Second, the Enhancements shall be paid to the Plaintiffs.
 - 6 iii. Third, Class Counsel's Attorney's Fees and Costs shall be paid to Class
7 Counsel.
 - 8 iv. Fourth, the PAGA penalties should be paid the LWDA.
 - 9 v. These payments shall be paid in this order within fourteen (14) days of the
10 first payment made to the Settlement Fund as set forth above, and if they
11 are not totally paid, the remainder shall be paid within fourteen (14) days of
12 Defendants' subsequent payments made to the Settlement Fund as set forth
13 above. After the payments are made for i – iv, above, the first two payments
14 are for penalties and interest and no withholding will be deducted. The
15 Settlement Class will receive 1099s for these payments. The third payment
16 will be for wages for which withholding are reported
 - 17 vi. Thereafter, the Settlement Payments will be mailed out to the Settlement
18 Class Members within fourteen (14) days of each payment made to the
19 Settlement Fund as set forth above.

20 b. Individual Settlement Payments. Individual Settlement Payments will be paid from
21 the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth
22 herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to
23 Settlement Class Members' last known mailing address within fourteen (14) calendar days
24 after the Settlement Administrator receives the entire amount of the Maximum Settlement
25 Fund for disbursement under this Agreement. Individual Settlement Payments will be
26 allocated as follows: Thirty-three percent (33%) as wages; sixty-seven percent (67%) as
27 penalties and interest. The Settlement Administrator will be responsible for issuing a form
28 W-2 for the amount deemed wages and an IRS Form 1099 for the portions allocated to
penalties and interest. Any checks issued to Settlement Class Members shall remain valid

1 and negotiable for six months from the date of their issuance. A reminder letter will be sent
2 to Class Members whose checks remain uncashed more than 90 days after distribution. The
3 Settlement Administrator shall reissue checks for up to nine months after their date of
4 issuance if a Settlement Class Member has a check which is more than six months old or an
5 uncashed check is lost. After that time, any such unclaimed checks will be split equally
6 among the Mission Hope Cancer Center in Santa Maria, the Arroyo Grande Community
7 Hospital, and French Hospital in San Luis Obispo, California subject to Court approval.
8 These institutions provide medical care and assistance to local farm workers in the area
9 where the class members work.

10 i. Calculation of Individual Settlement Payments. The Individual
11 Settlement Payments will be proportionally based on Compensable Hours.
12 The Settlement Administrator will calculate the total Compensable Hours for
13 all Settlement Class Members during the Class Period. In recognition of the
14 significant changes Defendants made to their wage-and-hour practices after
15 September 25, 2017 and that these former employees are entitled to Labor
16 Code § 203 penalties, when calculating the total Compensable Hours for all
17 Former Settlement Class Members who worked for Defendants before
18 September 25, 2017, Defendants will multiply the Compensable Hours by
19 three. The respective Compensable Hours for each Settlement Class Member
20 will be divided by the total Compensable Hours for all Settlement Class
21 Members, resulting in the Payment Ratio for each Settlement Class Member.
22 Each Settlement Class Member's Payment Ratio is then multiplied by the
23 Net Settlement Amount to determine the proportionate allocation. The wage
24 portion of each Individual Settlement Payment will be reduced by any
25 legally mandated employee tax withholdings (*e.g.*, employee payroll taxes,
etc.) for each Settlement Class Member.

26 ii. Settlement Class Members are not eligible to receive any
27 compensation other than Individual Settlement Payments from this
28 Settlement.

1 c. Service Awards. Defendants agree not to oppose or object to any application or
2 motion by Plaintiffs for Service Awards of up to Twenty-Five Thousand Dollars
3 (\$25,000) per Class Representative for their time and effort in bringing and prosecuting
4 this matter in exchange for the Released Claims and a General Release. The Service
5 Awards shall be paid to Plaintiffs from the Maximum Settlement Fund in accordance
6 with Paragraph 41a of this Agreement. Any portion of the requested Service Awards
7 that are not awarded to Plaintiffs shall be part of the Net Settlement Amount and shall
8 be distributed to Settlement Class Members as provided in this Agreement. The
9 Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiffs for their
10 respective Service Awards. Plaintiffs shall be solely and legally responsible to pay any
11 and all applicable taxes on their respective Service Awards and shall indemnify and
12 hold harmless Defendants from any claim or liability for taxes, penalties, or interest
13 arising as a result of the Service Awards. The Service Awards shall be in addition to
14 the Plaintiffs' respective Individual Settlement Payment as Settlement Class Members.
15 In the event that the Court reduces or does not approve the requested Service Awards,
16 Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding.

17 d. Class Counsel Award. Defendants agree not to oppose or object to any application
18 or motion by Class Counsel for attorneys' fees not to exceed Forty-Five (45%) percent of
19 the Maximum Settlement Fund, plus costs and expenses supported by a declaration from
20 Class Counsel from the Maximum Settlement Fund not to exceed Seventy Five Thousand
21 (\$75,000) dollars. Any portion of the requested Class Counsel Award that is not awarded
22 to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to
23 Settlement Class Members as provided in this Agreement. The Class Counsel Award shall
24 be paid to Class Counsel from the Maximum Settlement Fund in accordance with
25 Paragraph 41a of this Agreement within five (5) days of the Effective Date. Class Counsel
26 shall be solely and legally responsible to pay all applicable taxes on the payment made
27 pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 –
28 MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that

1 the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and
2 Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

3 e. PAGA Payment. Subject to Court approval, the Parties shall allocate a PAGA
4 Payment in the amount of Forty Thousand Dollars (\$40,000) from the Maximum
5 Settlement Fund for the compromise of claims brought under the Private Attorneys
6 General Act of 2004, Cal. Lab. Code § 2698 *et seq.* California Labor Code section
7 2699(i) requires that the parties distribute any settlement of PAGA claims as follows:
8 seventy-five percent (75%) to the LDWA for enforcement of labor laws and education
9 of employers; and twenty-five percent (25%) to “aggrieved employees.” The Parties,
10 therefore, agree that Thirty Thousand Dollars (\$30,000.00) of the PAGA Payment shall
11 be paid to the LWDA from the Maximum Settlement Fund by the Claims Administrator
12 in accordance with Paragraph 41a of this Agreement. The remaining Ten Thousand
13 Dollars (\$10,000.00) of the PAGA Payment shall be paid as part of the Net Settlement
14 Fund to be distributed in accordance with the terms of this Stipulation.

15 f. Settlement Administration Costs. The Settlement Administrator shall be paid for
16 the costs of administration of the Settlement from the Maximum Settlement Fund. The
17 costs of administration for the disbursement of the Maximum Settlement Fund shall not
18 exceed 32,500.00. No fewer than twenty-one (21) days prior to the Final Approval
19 Hearing, the Settlement Administrator shall provide the Parties with a statement
20 detailing the costs of administration of this Settlement. The Settlement Administrator
21 shall be paid in accordance with Paragraph 41a of this Agreement. The Settlement
22 Administrator, on Defendants’ behalf, shall have the authority and obligation to make
23 payments, credits and disbursements, including payments and credits in the manner set
24 forth herein, to Settlement Class Members calculated in accordance with the
25 methodology set out in this Agreement and orders of the Court.

- 26 i. The Parties agree to cooperate in the Settlement administration process and
27 to make all reasonable efforts to control and minimize the cost and expenses
28 incurred in administration of the Settlement. The Parties each represent they
do not have any financial interest in the Settlement Administrator or

1 otherwise have a relationship with the Settlement Administrator that could
2 create a conflict of interest.

3 ii. The Settlement Administrator shall be responsible for: processing and
4 mailing payments to the Plaintiffs, Class Counsel, and Settlement Class
5 Members; printing, translating and mailing the Notice Packets and postcards
6 to the Settlement Class Members as directed by the Court; receiving and
7 reporting the requests for exclusion and Claim Forms submitted by Former
8 Settlement Class Members; deducting taxes from Individual Settlement
9 Payments and distributing tax forms; processing and mailing tax payments to
10 the appropriate state and federal taxing authorities; providing declaration(s)
11 as necessary in support of preliminary and/or final approval of this
12 Settlement; and other tasks as the Parties mutually agree or the Court orders
13 the Settlement Administrator to perform. The Settlement Administrator
14 shall keep the Parties timely apprised of the performance of all Settlement
15 Administrator responsibilities. No later than twenty-five (25) calendar days
16 after the Response Deadline, the Settlement Administrator shall provide
17 counsel for the Parties with a final accounting of the Maximum Settlement
18 Fund and report the amount of all payments to be made to each Settlement
19 Class Member by employee number.

20 iii. No person shall have any claim against Defendants, Plaintiffs, Settlement
21 Class Members, Class Counsel or the Settlement Administrator based on
22 distributions and payments made in accordance with this Agreement.

23 42. Final Settlement Approval Hearing and Entry of Final Judgment. Upon
24 expiration of the Response Deadline, with the Court's permission, a Final
25 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the
26 Settlement along with the amount properly payable for (i) the Class Counsel Award and Costs,
27 (ii) the Service Awards, (iii) Individual Settlement Payments, (iv) the Settlement
28 Administration Costs, and (v) the LWDA PAGA Allocation. Pursuant to California Rule of

1 Court 3.769(h), after granting Final Approval, the Court shall retain jurisdiction over the
2 Parties to enforce the terms of the judgment.

3 43. Waiver of Right to Appeal. Provided that the Order and Final Judgment is consistent
4 with the terms and conditions of this Agreement, Plaintiffs, as well as any Class Members who did
5 not file and serve an objection to the Settlement or appear at the Final Approval Hearing, hereby
6 waive any and all rights to appeal from the Order and Final Judgment , including all rights to any
7 post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside
8 judgment, a motion for new trial, and any extraordinary writ, and the Order and Final Judgment
9 therefore will become final and non-appealable at the time it is entered. This waiver does not
10 include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment
11 proceedings.

12 44. Nullification of Settlement Agreement. In the event: (i) the Court does not
13 grant preliminary approval; (ii) the Court does not grant final approval; (iii) the Court does not
14 enter a final judgment as provided herein; or (iv) the Settlement does not become final for any
15 other reason, this Settlement Agreement shall be null and void and any order or judgment
16 entered by the Court in furtherance of this Settlement shall be treated as void from the
17 beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall
18 be returned to their respective statuses as of the date and time immediately prior to the
19 execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement
20 had not been executed so that the Parties are in the same position as they were on November
21 4, 2020, all deadlines having been stayed as of that date. Any costs already incurred by the
22 Settlement Administrator shall be paid by equal apportionment among the Parties. In the
23 event an appeal is filed from the Court's final judgment, or any other appellate review is
24 sought, administration of the Settlement shall be stayed pending final resolution of the appeal
25 or other appellate review, but any fees incurred by the Settlement Administrator prior to it
26 being notified of the filing of an appeal from the Court's Final Judgment, or any other
27 appellate review, shall be paid to the Settlement Administrator within thirty (30) days of said
28 notification.

1 45. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other
2 Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable
3 earnings and shall not have any effect on the eligibility for, or calculation of, any of the
4 employee benefits (*e.g.*, vacations, holiday pay, retirement plans, *etc.*) of the Plaintiffs or
5 Settlement Class Members.

6 46. No Admission By the Parties. Defendants deny any and all claims alleged in
7 this Action and deny all wrongdoing whatsoever. This Agreement is not a concession or
8 admission, and shall not be used against Defendants as an admission or indication with respect
9 to any claim of any fault, concession or omission by Defendants.

10 47. Exhibits and Headings. The terms of this Agreement include the terms set forth
11 in the attached Exhibit 1 (Notice of Proposed Class Action Settlement) and Exhibit 2 (Election
12 to Opt Out of Class Action Settlement) which is incorporated by this reference as though fully
13 set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement. The
14 descriptive headings of any paragraphs or sections of this Agreement are inserted for
15 convenience of reference only and do not constitute a part of this Agreement.

16 48. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
17 Action, except such proceedings necessary to implement and complete the Settlement, in
18 abeyance pending the Final Approval/Settlement Fairness Hearing to be conducted by the
19 Court.

20 49. Amendment or Modification. This Agreement may be amended or modified
21 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

22 50. Entire Agreement. This Agreement and Exhibits 1 and 2 constitute the entire
23 Agreement among these Parties, and no oral or written representations, warranties or
24 inducements have been made to any Party concerning this Agreement or its Exhibit other than
25 the representations, warranties and covenants contained and memorialized in the Agreement
26 and its Exhibit.

27 51. Cooperation. The Parties agree to cooperate fully with one another to
28 accomplish and implement the terms of this Settlement. Such cooperation shall include, but
not be limited to, execution of such other documents and the taking of such other action as

1 may be reasonably necessary to fulfill the terms of this Settlement. The Parties to this
2 Settlement shall use their best efforts, including all efforts contemplated by this Settlement
3 and any other efforts that may become necessary by Court order, or otherwise, to effectuate
4 this Settlement and the terms set forth herein.

5 52. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
6 warrant and represent they are expressly authorized by the Parties whom they represent to
7 negotiate this Agreement and to take all appropriate actions required or permitted to be taken
8 by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
9 documents required to effectuate the terms of this Agreement. The Parties and their counsel
10 will cooperate with each other and use their best efforts to effect the implementation of the
11 Settlement. The person signing this Agreement on behalf of Defendants represents and
12 warrants that he or she is authorized to sign this Agreement on their behalf. Plaintiffs
13 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
14 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of
15 any liability, claim, demand, action, cause of action or right released and discharged in this
16 Settlement Agreement.

17 53. Binding on Successors and Assigns. This Agreement shall be binding upon, and
18 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 54. California Law Governs. All terms of this Agreement and the Exhibits hereto
20 and any disputes arising hereunder shall be governed by and interpreted according to the laws
21 of the State of California.

22 55. Counterparts. This Agreement may be executed in one or more counterparts.
23 All executed counterparts and each of them shall be deemed to be one and the same
24 instrument provided that counsel for the Parties to this Agreement shall exchange among
25 themselves copies or originals of the signed counterparts.

26 56. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
27 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
28 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
present and potential.

1 57. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
2 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
3 implementation and enforcement of the terms of this Agreement and all orders and judgments
4 entered in connection therewith, and the Parties and their counsel hereto submit to the
5 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the
6 settlement embodied in this Agreement and all orders and judgments entered in connection
7 therewith.

8 58. Invalidity of Any Provision. Before declaring any provision of this Agreement
9 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
10 possible consistent with applicable precedents so as to define all provisions of this Agreement
11 valid and enforceable.

12 59. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
13 to class certification for purposes of this Settlement only.

14 60. Notices. Unless otherwise specifically provided, all notices, demands or other
15 communications in connection with this Stipulation shall be: (1) in writing; (2) deemed given on
16 the third business day after mailing; and (3) sent via United States registered or certified mail,
return receipt requested, with a courtesy copy by email addressed as follows:

17 To Plaintiffs:

18 Allen K. Hutkin
19 HUTKIN LAW FIRM
20 1220 Marsh Street
21 San Luis Obispo, CA 93401
22 ahutkin@hutkinlaw.com

23 James H. Cordes
24 James H. Cordes and Associates
25 831 State Street, Suite 205
26 Santa Barbara, CA 93101
27 jim@jamescordes.com

28 To Defendants:

 Eulalio J. Garcia
 GORDON REES SCULLY MANSUKHANI,
 LLP
 633 West Fifth Street, 52nd Floor
 Los Angeles, CA 90071
 ejgarcia@grsm.com

02 / 26 / 2021

DATED: February ___, 2021

PLAINTIFF

By: Cipriano Ponce
CIPRIANO PONCE

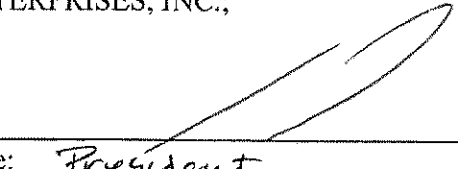
DATED: February 26, 2021

PLAINTIFF

By: Carlos Farias Calderon
CARLOS FARIAS

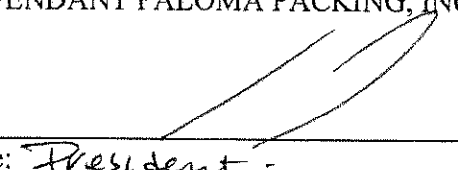
DATED: February 26, 2021

DEFENDANT AGRO-JAL FARMING
ENTERPRISES, INC.;

By: 
Title: President

DATED: February 26, 2021

DEFENDANT PALOMA PACKING, INC.

By: 
Title: President

DATED: February 26, 2021

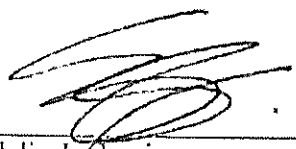
DEFENDANT FRANK MALDONADO

By: 
FRANK MALDONADO

1 Approved as to form only:

2 DATED: February 26, 2021

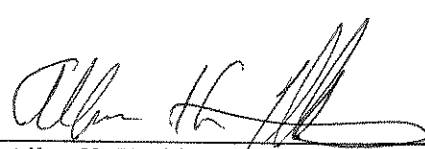
GORDON REES SCULLY MANSUKHANI,
LLP

3
4
5 By: 

Eulalio J. Garcia
Attorneys for Defendants
AGRO-JAL FARMING ENTERPRISES,
INC.; PALOMA PACKING, INC.; and
FRANK MALDONADO, et al.,

6
7
8
9 DATED: February 26, 2021

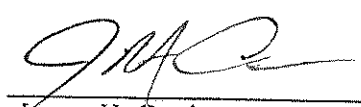
HUTKIN LAW FIRM, APC

10
11
12 By: 

Allen K. Hutkin
Class Counsel and Attorneys for
Plaintiffs CIPRIANO PONCE and
CARLOS FARIAS

13
14
15
16 DATED: February 26, 2021

JAMES H. CORDES AND ASSOCIATES

17
18
19 By: 

James H. Cordes
Class Counsel and Attorneys for
Plaintiffs CIPRIANO PONCE and
CARLOS FARIAS

Exhibit 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: ALL PERSONS WHO WERE EMPLOYED BY AGRO-JAL FARMING ENTERPRISES, INC., dba AGRO-JAL FARMING; AGRO-JAL FARMS, INC., PALOMA PACKING, INC., ABEL MALDONADO, SR., ABEL MALDONADO, JR., AND FRANK MALDONADO BETWEEN JULY 15, 2011 AND MARCH 11, 2021.

THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHT TO BE INCLUDED IN THE SETTLEMENT OR TO ELECT NOT TO BE INCLUDED IN THE CLASS AND THE SETTLEMENT AS FURTHER DESCRIBED BELOW.

Pursuant to the order of the San Luis Obispo County Superior Court entered on March 11, 2021, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

A settlement has been reached between Class/PAGA Representatives CIPRIANO PONCE and CARLOS FARIAS ("Class Representatives") and Defendants AGRO-JAL FARMING ENTERPRISES, INC., dba AGRO-JAL FARMING; AGRO-JAL FARMS, INC., PALOMA PACKING, INC., ABEL MALDONADO, SR., ABEL MALDONADO, JR., AND FRANK MALDONADO (collectively "Defendants") in Case No. 15CV-0373 pending in San Luis Obispo County Superior Court (the "Action"). The Action was alleged on behalf of all employees in California employed by Defendant Paloma Packing, Inc. between July 15, 2011 and March 11, 2021. You have received this notice because records indicate that you worked as an employee of Defendant Paloma within this time period. This notice is designed to advise you of how you can participate in this settlement and how you can be excluded from the settlement.

1. **DESCRIPTION OF THE ACTION.** Class Representatives filed the Action on July 15, 2015, in the San Luis Obispo County Superior Court, which was designated as case no. 15CV-0373 and alleged that Defendants:

- a. failed to pay Class Representatives and members of the Settlement Class for all hours worked;
- b. failed to pay Class Representatives and members of the Settlement Class overtime wages;
- c. failed to provide Class Representatives and members of the Settlement Class with meal and rest breaks;
- d. failed to pay Class Representatives and members of the Settlement Class for reporting time;
- e. failed to provide Class Representatives and members of the Settlement Class with accurate, itemized wage statements;
- f. failed to pay Class Representatives and members of the Settlement Class all wages due upon discharge;

- g. failed to reimburse Class Representatives and members of the Settlement Class for work related expenses.
- 2. The Class Representatives sought unpaid wages, liquidated damages, penalties, and equitable relief including restitution.
- 3. On or about March 11, 2021, the Court issued an order granting preliminary approval of the Stipulation of Class Action Settlement (the “Stipulation”).
- 4. Defendants have entered into the settlement with the intention to avoid further disputes and litigation and the ongoing inconvenience and expense related to the Action. Defendants deny that they engaged in any unlawful activity, that they failed to comply with the law in any material respect, or that they have any liability to anyone under the claims asserted in the Action. The settlement is being entered into solely for the purpose of compromising highly disputed claims.
- 5. Class Representatives and the Settlement Class Members are represented in this action by Hutkin Law Firm by Allen K. Hutkin, Esq., and James H. Cordes and Associates by James H. Cordes (“Class Counsel”). Class Counsel have concluded that it is in the best interests of Class Representatives and the Settlement Class Members that the Action be settled on the terms and conditions set forth in the Stipulation on file with the Court and summarized in this notice. Class Counsel reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits that Class Representatives and the members of the Settlement Class will receive under the Settlement, the risks and uncertainties of continued litigation, the expense that would be necessary to prosecute the Action through trial and any appeals that might be taken, and Defendants’ assets. Class Counsel recommends that the Court approve the Settlement.
- 6. This notice is not an expression of any opinion by the Court regarding the merits of the claims or defenses asserted by any party to the Action. Moreover, although the Court has granted preliminary approval of the Settlement, it has made no determination concerning whether the Settlement should receive final approval. That decision will be made at or after the Settlement Hearing described in paragraphs 8 and 9 below.

TERMS OF THE SETTLEMENT

- 7. The Stipulation on file with the Court fully describes the terms of the Settlement. In general, the Settlement provides the following:
 - a. In consideration for the settlement and release of all claims of the Settlement Class and of each Class Member, Defendants shall pay \$1,200,000.00 (the “Settlement Fund”), to be held in an account by the Settlement Administrator and then paid out as detailed below. In no event will Defendants be required to pay more than the amount in the Settlement Fund. Subject to

Court approval the Settlement Fund will be used to pay: (i) consideration for the settlement and a release of certain claims by the Settlement Class Members, (ii) reimbursement and service payments to the Class Representatives, (iii) payment of the costs of the Claims Administrator, (iv) payment to Class Counsel of attorneys' fees and costs to be approved by the Court; and (v) payment of any and all applicable interest and penalties where required by federal and state tax laws. In the event that any residual amounts (i.e., uncashed checks) remain after all payments are made to Settlement Class Members, it shall be contributed equally to the Mission Hope Cancer Center in Santa Maria, the Arroyo Grande Community Hospital, and French Hospital in San Luis Obispo, California subject to Court approval. These institutions provide medical care and assistance to local farm workers in the area where class members work.

- b. "Settlement Class Members" means all persons who are or have been employed by Defendants Paloma Packing and Agro-Jal Enterprises in non-exempt hourly wage positions between July 15, 2011 and March 11, 2021, including Plaintiffs CIPRIANO PONCE and CARLOS FARIAS and Current and Former Employees. The "Settlement Class Members" shall not include any person who submits a timely and valid request for exclusion as provided in this Agreement.

8. Funding and Allocation of Settlement Fund:

- a. Defendants shall deliver the Maximum Settlement Amount in accordance with the following no-interest payment schedule: (1) \$ 800,000 after final approval of the settlement by the Court; (2) \$200,000 - one year after funding the initial payment; and (3) \$200,000 two years after funding the initial payment.
- b. Distribution of the Settlement Fund to Settlement Class Members shall be made by the Settlement Administrator and shall take the forms described below:
 - i. Settlement Class Members will be mailed Settlement Payments from the Net Settlement Fund. The amount of each Settlement Class Member's potential recovery will be determined by a formula. Amounts from the Net Settlement Fund shall be distributed to Authorized Claimants based on hours worked during the claim period.

- ii. Class members will be eligible to receive an amount for each hour worked during the Class Period by applying a formula. Hours worked prior to September 25, 2017 will be worth three times as much as hours worked after September 25, 2017. Defendants will provide the Settlement Administrator with sufficient information to make its calculations to comply with these distributional requirements. Where necessary due to any gap in the records, the data necessary to perform the foregoing calculations will be extrapolated from Defendants' existing data.
 - iii. The settlement payment for each Settlement Class Member shall be allocated as follows: (a) 33% as wages; and (b) 67% as penalties and interest. The Settlement Administrator will be responsible for issuing to claimants a form W-2 for amount deemed "wages" and an IRS Form 1099 for the portions allocated to penalties and interest.
- c. Payments shall be made in the following order:
- i. First, Administration Costs will be paid to the Settlement Administrator.
 - ii. Second, service awards shall be paid to the Plaintiffs.
 - iii. Third, Class Counsel's Attorney's Fees and Costs shall be paid to Class Counsel.
 - iv. Fourth, the PAGA penalties should be paid the LWDA.
 - v. Thereafter, the Settlement Payments will be made out to the Authorized Claimants within fourteen (14) days of each payment made to the Settlement Fund.
- ~~e.d.~~ Settlement Class Members are not eligible to receive any compensation other than Individual Settlement Payments from this Settlement.
- ~~f.e.~~ Class/PAGA Representative Service Awards. Defendants agree not to oppose or object to any application or motion by Plaintiffs for a Class/PAGA Representative Service Awards for Individual Plaintiffs CIPRIANO PONCE and CARLOS FARIAS for their role in assisting Class Counsel. Individual

Plaintiffs shall each receive a Service Award of Twenty Thousand Dollars (\$20,000.00), all subject to Court approval. Service awards will be paid from the Settlement Fund.

- ~~g~~.f. Class Counsel Award. Defendants agrees not to oppose or object to any application or motion by Class Counsel for an aggregate Fee Award not to exceed forty percent (40%) of the Settlement Fund and reimbursement of actual costs and expenses not to exceed Seventy-Five Thousand Dollars (\$75,000.00).
- ~~h~~.g. Appointment of Settlement Administrator. The Parties have agreed to the appointment of CPT Group, Inc. (the "Settlement Administrator") to mail the Notice, to independently review and verify documentation associated with any or opt-out requests, to calculate the Individual Settlement Amounts, to pay the Settlement Class Members and the attorneys' fees and costs to the Class Counsel, and to submit the 1099 forms to the appropriate governmental bodies and Class Members.
- ~~i~~.h. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Settlement Fund. The costs of administration for the disbursement of the Settlement Fund shall not exceed Thirty Two Thousand Five Hundred Dollars (\$32,500.00). No fewer than twenty-one (21) days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration of this Settlement. The Settlement Administrator, on Defendants' behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Settlement Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court.

9. The checks for the claim payment contain a release which releases the claims of the Settlement Class Members against Defendants. The Released Claims of the Settlement Class Members are defined as all causes of action alleged or that could have been alleged in the operative Amended Complaint based upon the facts alleged in the operative Amended Complaint, including all of the following claims for relief: (a) failure to pay minimum wages (Cal. Lab. Code §§ 1997, 1994(a), 1994.2 & Wage Order 14-2001); (b) failure to pay overtime wages (Wage Order 14, Cal. Lab. Code §§ 510, 558, 1994, 1194.2, 1997.1, 1998); (c) failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3 and 226.6 *et seq.*); (d) waiting-time penalties (Cal. Lab. Code § 203); (e) failure to provide meal and/or rest periods (Cal. Lab. Code §§ 226.7, 512 and Wage Order No. 14); (f) failure to reimburse for

work-related expenses (Lab. Code § 2802); (g) unfair business practices and/or unfair competition (Cal. Bus. & Prof. Code §§ 17200 *et seq.*); (h) civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) (Cal. Lab. Code §§ 2698 *et seq.*); (i) any other claims or penalties under the wage and hour laws pleaded in the Action or that could have been pleaded based on the allegations contained in the Action; and (j) all damages, penalties, interest and other amounts recoverable pursuant to (a)-(j) under California law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Amended Complaint, the applicable Wage Orders as to the facts alleged in the Amended Complaint, and the California Unfair Competition Law. The Released Claims also include all claims under PAGA that could have been premised on the facts and legal theories raised in the Amended Complaint. The Released Claims also include all claims Plaintiffs and Settlement Class Members may have against the Released Parties relating to (i) the payment and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Agreement and (ii) the payment of the Service Awards pursuant to this Agreement. The Released Claims exclude all other claims except for those causes of action alleged or that could have been alleged in the operative complaint based upon the facts alleged in the operative amended complaint, and claims outside the Class Period. As of November 4, 2021, in exchange for the Maximum Settlement Fund, the Settlement Class Members release the Released Parties from the Released Claims for the Class period. With respect to Individual Plaintiffs, they will be bound by a complete Section 1542 waiver of all claims known or unknown.

NOTICE OF SETTLEMENT HEARING

10. A hearing (the “Settlement Hearing”) will be held before the Hon. Ginger E. Garrett, in Department 2 of the San Luis Obispo County Superior Court, located at 1035 Palm Street in San Luis Obispo, California 93408 **on June 17, 2021 at 9:00 AM** to consider whether the Settlement is fair, reasonable and adequate to the members of the Class. At this hearing, the Court will also determine whether or not to grant Class Counsel’s request for award of attorney fees and costs, and for Plaintiff’s Class Representative Service Awards to the individually-named Class/PAGA Representatives in the amounts described above. It is not necessary for you to appear at this hearing. If you are a member of the Class, you may, but are not required to, appear, personally or by counsel, and be heard at the Settlement Hearing, and may object to or express your views regarding the Settlement, the application for attorney fees, costs and expenses, and service awards provided you comply with the conditions set forth in the Stipulation and below.

11. **Excluding Yourself from the Settlement.** Any Class Member who does not wish to participate in the settlement may exclude himself or herself (i.e., “opt out”) by mailing a letter stating expressly that you want to be excluded from this Action and this Settlement. This letter must state you want to exclude yourself from the Settlement and (1) must contain your name, address, telephone number and the last four digits of your Social Security number; (2) must be signed by you; (3) must be postmarked or fax stamped by the Response Deadline of **June __, 2021** and returned

to the Settlement Administrator at CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606; and (4) contain the typewritten or handwritten statement: "I wish to be excluded from the class action settlement, and I understand that I will receive no money from the settlement because of my request to be excluded." The letter requesting exclusion from the Action must be postmarked no later than **June __, 2021**.

Any person who submits a complete and timely request for exclusion shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the settlement, and shall receive no benefits from the settlement. Any such person, at their own expense, may pursue any claims he/she may have against Defendants. Class Counsel will continue to represent all Settlement Class Members who do not request exclusion. Class Counsel will not represent any person who requests exclusion from this settlement in any matter relating to the settlement or the Released Claims.

12. **Objection to Settlement.** If you do not elect to be excluded from this Action, you may object to the terms of the settlement before final approval. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. To object, you must file a written statement of objection ("Notice of Objection") with the Court by the Response Deadline of **June __, 2021**. The Notice of Objection must be signed by you and state: (1) your full name; (2) your dates of employment; (3) the last four digits of your Social Security number and/or Employee ID number; (4) your basis for the objection; and (5) if you intend to appear at the Final Approval/Settlement Fairness Hearing. You must serve your Notice of Objection with the Settlement Administrator, CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. You must also send copies of your Notice of Objection to the following:

To Class Counsel:

Allen K. Hutkin, Esq.
HUTKIN LAW FIRM
1220 Marsh Street
San Luis Obispo, CA
93401
Telephone: (805)
544-1500

James H. Cordes, Esq.
James H. Cordes and
Associates
831 State Street, Suite 205
Santa Barbara, CA 93101
Telephone: (805)
965-6800

To Defendants' Counsel:

Telephone: 213.270.7870

Eulalio J. Garcia, CA Bar No. 141642
GORDON REES SCULLY
MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071

13. Any written objections shall state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, and the dates of your employment by Defendants. To be valid and effective, any objections to approval of the settlement must be filed with the Court and served on the Settlement Administrator and also upon each of the above-listed attorneys no later than **June __, 2021. DO NOT TELEPHONE THE COURT.** Any Settlement Class Member who does not request exclusion may, if the member so desires, enter an appearance through counsel. If you choose to file an objection to the terms of this settlement, you will be solely responsible for the fees and costs of your own attorney.

14. Effect of the Settlement: If the Court approves this settlement and you do not opt out, you will have “Released Claims” against the “Released Parties” as those terms are defined in Paragraph 10, above. It is further the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have res judicata effect and be final and binding upon Plaintiff and all Settlement Class Members who have not expressly opted out of the settlement.

15. If you are a Settlement Class Member and do not elect to exclude yourself from the Settlement Class by submitting to the Settlement Administrator a timely request to be excluded from the Action, you will be deemed to have entered into this release and to have released the Released Claims. If you later initiate a lawsuit against Defendants based on any Released Claim, and the court allows the lawsuit to go forward, you must return to Defendants all payments that you have received under this settlement within five (5) days of Defendants’ request.

16. PAYMENT TO SETTLEMENT CLASS MEMBERS. The Settlement Administrator will send your Individual Settlement Amount to the address on file for you with the Settlement Administrator. Payments will be made according to the schedule set forth above. The Settlement Administrator will also provide you with a withholding statement for statutory withholdings, if applicable.

17. ADDITIONAL INFORMATION. PLEASE DO NOT CONTACT THE COURT OR Defendants CONCERNING THIS ACTION. If you have any questions, please contact the Settlement Administrator.

The Settlement Administrator is an independent third party selected by Plaintiffs and the Defendants to send this notice, process and issue settlement checks, and otherwise administer the settlement. The Court has approved CPT Group to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information at Paloma Packing or Agro-Jal Enterprises, or ask questions regarding the processing of settlement awards. You may contact the Settlement Administrator at:

CPT Group
50 Corporate Park
Irvine, CA 92606
(800) 542-0900
info@cptgroup.com

18. You may also contact your own attorney at your own expense if you wish.

19. This notice does not fully describe the Action or the Settlement. You may inspect the court files regarding the Action, including the Stipulation of Class Action Settlement, at the Office of the Clerk of the San Luis Obispo County Superior Court during regular business hours. The addresses of the Offices of the Clerk are available on the Court's website, <http://slocourts.net>.

IMPORTANT: PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

Ginger E. Garrett, Superior Court Judge

Exhibit 2

ELECTION TO OPT OUT OF CLASS ACTION

I understand that I have the option to elect to "opt out" of the Class Action and thus exclude myself from this action and any associated eventual settlement or judgment. I understand that by exercising this option, I will remain free to prosecute my own otherwise valid claims, if any, against Defendants AGRO-JAL FARMING ENTERPRISES, INC., dba AGRO-JAL FARMING, AGRO-JAL FARMS, INC., PALOMA PACKING, INC., ABEL MALDONADO, SR., ABEL MALDONADO, JR., and FRANK MALDONADO for wage violations, meal or rest period violations, failure to provide itemized wage statements, Labor Code penalties, or unlawful compensation practices, unfair competition, and/or associated claims, subject to the statute of limitations and other applicable restrictions. I also understand that by electing to opt out, I will be precluded from participating in any settlement or receiving payment or other benefit pursuant to any eventual judgment in this action. I further understand that if I elect to opt out and prosecute my claims on my own, and if I desire representation by an attorney, I will need to hire or otherwise retain an attorney for that purpose.

With full understanding of the foregoing, I elect to opt out of the lawsuit and any associated eventual settlement or judgment.

Name of Class Member (please print): _____

Street Address: _____

City, State and Zip Code: _____

Date: _____, 2021

Signature: _____

Last Four Numbers of Taxpayer Identification Number: _____

For purposes of verification only, I began working for Defendants in
_____, _____
(Month) (Year)

Please Return This Form Via United States Mail To:

CPT Group, Inc.
16630 Aston Street
Irvine, CA 92606

NOTE: Form must be received no later than _____, 2021 to be effective.

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PROOF OF SERVICE

I am employed by Hutkin Law Firm in the County of San Luis Obispo, State of California. I am over the age of 18 years and not a party to the within action. My address is 1220 Marsh Street, San Luis Obispo, California, 93401. My email address is: jmendoza@hutkinlaw.com. On March 1, 2021, I served the following documents:

**ORDER DECLARATION OF ALLEN K. HUTKIN IN SUPPORT OF
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

on the interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope (envelope omitted if service by facsimile) addressed as follows:

— **By United States Mail.** I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I enclosed the above-referenced document(s) in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth below.

✓ **By Electronic Service.** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the above-reference document(s) to be sent to the person(s) at the electronic address(es) listed below.

Attorneys for Defendants:

(✓) *By Electronic Service*
Eulalio J. Garcia, Esq.
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071

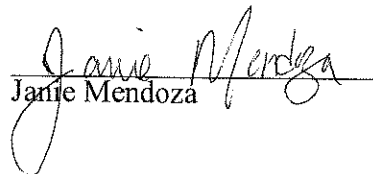
Email: ejgarcia@grsm.com

Co-Counsel for Plaintiffs:

(✓) *By Electronic Service*
James H. Corde
Angelica J. Caro
James Cordes and Associates
831 State Street, Suite 205
Santa Barbara, CA 93101

Email: jim@jamescordes.com
Email: ajc@jamescordes.com

I declare under penalty of perjury, that the above is true and correct. Executed on March 1, 2021, in San Luis Obispo, California.


Jamie Mendoza