

JOINT STIPULATION AND SETTLEMENT

AGREEMENT OF CLASS ACTION AND PAGA CLAIMS

This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (“Stipulation of Settlement” or “Settlement”) is made and entered into on the one hand by Plaintiffs Guadalupe Estrada and Brian Gillogly individually and on behalf of the Class, as defined in Paragraph 3 below, and on behalf of PAGA Employees, as defined in Paragraph 18 below (“Class/PAGA Representatives”) and on the other hand by defendants Monterey Mushrooms, Inc. and Monterey Mushrooms, LLC (“Defendant”) as defined in Paragraph 9 below. The foregoing are hereinafter collectively referred to as the “Parties”.

THE PARTIES STIPULATE AND AGREE as follows:

I. DEFINITIONS

1. “Action” shall collectively mean the actions comprised of *Guadalupe Estrada v. Monterey Mushrooms Inc.*, Santa Clara County Superior Case No. 21CV386229 (“Estrada Lawsuit”) and *Brian Gillogly v. Monterey Mushrooms Inc.*, Santa Clara County Superior Case No. 21CV391403 (“Gillogly Lawsuit”).
2. “Class/PAGA Counsel” shall mean Jake D. Finkel of The Finkel Firm; Mehrdad Bokhour of the Bokhour Law Group, P.C. and Justin F. Marquez, Benjamin H. Haber and Arrash T. Fattahi of Wilshire Law Firm.
3. “Class Members” or “Class” shall mean all current and former non-exempt hourly-paid / hourly employees and all current and former non-exempt salaried employees of Defendant who work or worked for Defendant at any of its facilities in California at any time during the Class Period; and all current and former non-exempt hourly-paid / hourly workers who work or worked for Defendant at any of its facilities in California at any time during the Class Period via, through or under the employment of a farm labor contractor, temporary services employer or other third party that furnished workers to Defendant.
4. “Class Period” shall mean June 8, 2017 through either June 24, 2023, or if later, the date corresponding with a Pay Period count at the Upper Threshold as described in Paragraph 40 below.
5. “Class Released Claims” shall have the meaning ascribed to it in Paragraph 64(a)-(c)

below.

6. “Class/PAGA Representatives” shall mean Plaintiffs Guadalupe Estrada and Brian Gillogly in their individual capacities and as representatives of the Class Members and as representatives of the PAGA Employees.

7. “Class Settlement” means the non-PAGA portion of the settlement embodied in this Stipulation of Settlement, which is subject to Court’s preliminary and final approval.

8. “Court’s Final Order and Judgment” means the Final Order Approving Class Action and PAGA Settlement, and Judgment in a form to be agreed upon by the Parties and approved by the Court.

9. “Defendant” shall mean Monterey Mushrooms, Inc. and Monterey Mushrooms, LLC.

10. “Defendant’s Counsel” shall mean James K. Gumberg and Nina M. Patane of Patane Gumberg Avila, LLP.

11. “Effective Date” shall have the meaning ascribed to it in Paragraph 39 below.

12. “Final Approval Hearing” shall mean the hearing whereat the Court shall consider, without limitations, any timely objections to the Settlement from Settlement Class Members, testimony from the Parties or their counsel, declarations regarding the claims process from the Settlement Administrator, and otherwise make a final determination regarding the fairness of the Settlement as set forth herein.

13. “Incentive Awards” shall mean the payments made to each named plaintiff in their capacity as a Class/PAGA Representative, which sum is over and above their respective Individual Settlement Payment and Individual PAGA Payment.

14. “Individual Settlement Payment” will be the portion of the Net Settlement Amount payable to a Settlement Class Member. “Individual PAGA Payment” will be the portion of the PAGA settlement payable to a PAGA Employee.

15. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 43 below.

16. “Notice of Proposed Settlement” or “Notice” means the notice to be sent to Class Members and PAGA Employees, to be drafted by Class/PAGA Counsel and approved by Defendant’s Counsel prior to submission to the Court.

17. “PAGA” shall mean the California Labor Code Private Attorneys General Act, Labor Code §§ 2698 et seq.

18. “PAGA Employees” shall mean all persons who are Class Members who were employed at any time during the PAGA Period.

19. “PAGA Payment” means the payments to the State of California Labor & Workforce Development Agency (LWDA) and the Individual PAGA Payments made to PAGA Employees in settlement of all “PAGA Claims” as defined in Paragraph 65.

20. “PAGA Period” shall mean June 8, 2020 through the date of preliminary approval of this Settlement by the Court.

21. “PAGA Settlement” means the PAGA portion of the settlement embodied in this Stipulation of Settlement, which is subject to the Court’s approval.

22. “Parties” shall refer to the Class/PAGA Representatives and Defendant.

23. “Pay Period” shall mean the recurring interval of time over which an employee’s/worker’s work hours are compiled for computation of compensation and issuance of paychecks.

24. “Released Parties” collectively shall encompass Defendant and any of its or their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, all farm labor contractors, temporary services employers and other third party employers that furnished workers to Defendant, and any individual or entity which could be jointly liable with Defendant, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers and reinsurers.

25. “Settlement” or “Stipulation of Settlement” shall mean this Joint Stipulation of Settlement of Class Action and PAGA Claims.

26. “Settlement Administrator” shall mean CPT Group, Inc. which Class/PAGA Counsel represents and warrants is a reliable and experienced, neutral third-party administrator responsible for administration of the Settlement and related matters.

27. “Settlement Class Members” shall mean the individual Class Members who did not opt out of the Settlement by submitting a valid request for exclusion as described in Paragraph 57.

28. “Settlement Fund” shall refer to Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00), which is the maximum amount that Defendant will pay pursuant to this Settlement, excluding Defendant’s share of payroll taxes, which shall be paid by Defendant separately and in addition to the Settlement Fund.

II. RECITALS

29. This Action is comprised of (1) the PAGA case entitled *Guadalupe Estrada v. Monterey Mushrooms Inc.*, filed in Santa Clara County Superior Court on August 26, 2021, Case No. 21CV386229 and (2) the class action and PAGA case entitled *Brian Gillogly v. Monterey Mushrooms Inc.*, filed in Santa Clara County Superior Court, Case No. 21CV391403 on December 3, 2021. The causes of action at issue in the Estrada Lawsuit are as follows: Violation of the Private Attorneys’ General Act, Labor Code § 2698 et seq. The causes of action at issue in the Gillogly Lawsuit are as follows: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200 et seq.) and (9) Civil Penalties Under PAGA (Cal. Lab. Code §2698, et seq.)

30. The Parties have engaged in litigation and informal discovery throughout this Action. The Parties also engaged in various settlement processes, including mediation with Hon. Howard Broadman (Ret.) on August 15, 2022, which ultimately led to this Settlement.

31. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims in the Action, and further denies that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment. Defendant contends they complied in good faith with California wage and hour laws and has dealt legally and fairly with all employees/workers including named plaintiffs, Class Members and PAGA Employees. Nonetheless, Defendant has concluded that further proceedings in the Action would be protracted and expensive and

that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation of Settlement in order to dispose of burdensome and protracted litigation, to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue in the Action.

32. It is the Parties' desire to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or related to the allegations of this Action.

33. This Stipulation of Settlement reflects the Parties effort to achieve a full and complete settlement and release of all claims as defined in Paragraphs 64, 65, and 66 below against all Released Parties, and is intended to achieve the following: (1) entry of an order approving the PAGA Settlement; (2) entry of an order approving the Class Settlement; (3) entry of judgment of the Action; (4) discharge of Released Parties from liability for any and all of the PAGA Claims; (5) discharge of Released Parties from liability for any and all of the Class Claims; and (6) discharge of Released Parties from liability for any and all claims that named plaintiffs may have against them.

34. The Parties understand this Settlement shall not become effective until the Court's order approving the Settlement is final, and there is no further recourse to contest or appeal the Settlement, or until all actual appeals and/or challenges are resolved in favor of finally approving this Settlement.

35. Class/PAGA Counsel has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents and diligent investigation of the named plaintiffs', Class Members', and PAGA Employees' claims against Defendant. Based on its own independent investigation and evaluation, Class/PAGA Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate and is in the best interests of the named plaintiffs, Class Members, and PAGA Employees in light of all known facts and circumstances, including the risks of significant delay, the class not being certified, and the defenses asserted by Defendant. Defendant and Defendant's Counsel also agree that the Settlement is in the best interests of the named plaintiffs, Class Members and PAGA Employees. Counsel for the Parties further agree that the Settlement is fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

36. The Parties will cooperate, work diligently and take all steps necessary and appropriate to consummate this Settlement in accordance with the terms of this Stipulation of Settlement.

III. TERMS OF SETTLEMENT

37. In consideration of the mutual covenants, promises and agreements set forth herein, and incorporation by reference of all of the above Paragraphs, the Parties agree, subject to the Court's approval, to the terms herein.

38. It is agreed by and between Class/PAGA Representatives and Defendant that this Action and any claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Class/PAGA Representatives on behalf of themselves, the Class Members, and/or the PAGA Employees arising out of the disputes which are the subject of this Action, be settled and compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

39. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective only when all of the following events have occurred ("Effective Date"): (A) this Stipulation of Settlement has been executed by Class/PAGA Representatives, Defendant, Class/PAGA Counsel and Defendant's Counsel; (B) the Court has given preliminary approval to the Settlement; (C) the Notice has been provided to the Class Members and PAGA Employees and the time to opt out or object has expired; (D) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment granting final approval of the Settlement; (E) there is no further recourse to contest or appeal the Settlement, all appeals and/or challenges have been resolved in favor of finally approving the Settlement and/or any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment finally approving the Settlement with no right to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is void and unenforceable as if no settlement of any claim was ever reached. Further, all negotiations, statements, proceedings and data relating thereto shall be protected by California Evidence Code § 1152 and shall be without prejudice to the rights of any of the Parties. Additionally, all conditional approvals related to class certification, class representatives or other class process shall be negated and void.

40. Settlement Fund: To implement the terms of this Settlement, Defendant agrees to pay a maximum total amount of Two Million One Hundred Fifty Thousand Dollars and Zero Cents (\$2,150,000.00) ("Settlement Fund" as defined in Paragraph 28), which includes payments to Settlement Class Members, approved Incentive Awards, approved attorneys' fees and litigation costs,

the PAGA Payment, the Settlement Administrator's fees and costs, and any other payments provided by this Settlement. Except as otherwise specified herein, Defendant shall not be required to pay any additional monies beyond the amount of the Settlement Fund. Further, no portion of the Settlement Fund shall revert to Defendant, and any amount of the Settlement Fund not required to pay the above referenced amounts shall be paid to the Settlement Class Members on a pro rata basis according to the formula contained herein. Defendant has represented that the number of Pay Periods worked by the Class Members during the Class Period is approximately 268,750 ("Represented Amount"). On final calculation, if the actual number of Pay Periods worked by all Class Members during the Class Period is greater than the Represented Amount by more than 10% (i.e., $268,750 \times 1.10 = 295,625$) (the "Upper Threshold")), then, the Settlement Fund shall be multiplied by the number calculated by dividing the actual amount of Pay Periods during the Class Period by the Represented Amount to arrive at a proportionately augmented Settlement Fund. (As an illustration, if the actual number of Pay Periods upon final calculation is determined to be, for example, 295,626, then this revised actual number (295,626) shall be divided by 268,750 (which equals 1.1) and then \$2,150,000 shall be multiplied by 1.1.) This Settlement Fund escalator is exclusively intended to establish a method to proportionately augment the Settlement Fund in the event the Represented Amount was understated by an amount greater than the Upper Threshold. (I.e., if the actual number of Pay Periods upon final calculation is 295,625 or less, there is no augmentation to the Settlement Fund.)

41. Tax Treatment of the Settlement Fund: The Parties agree that the Settlement Fund will qualify as a settlement fund pursuant to the requirements of § 468(B)(g) of the Internal Revenue Code of 1986, as amended, and § 1.468B-1 et seq. of the income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator" of the qualified settlement funds for purposes of § 1.46B-2(k) of the income tax regulations. As such, all taxes imposed on the gross income of the Settlement Fund and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund. The Parties represent that they have not received, and shall not rely on, advice or representations from the other Party or their agents regarding the tax treatment of payments under federal, state or local law.

42. Funding of Settlement: Within thirty (30) calendar days after the Effective Date, Defendant shall transfer to the Settlement Administrator an amount equal to the Settlement Fund and the employer's share of payroll taxes. The delivery of the Settlement Fund and the employer's share of payroll taxes to the Settlement Administrator shall constitute full and complete discharge of the entire obligation of Defendant under this Settlement. Once Defendant has made such payments, it will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendant under this Settlement, and shall have no further obligations under the terms of the Settlement regardless of what occurs with respect to those sums.

43. Allocation of the Settlement Fund: Subject to Court approval and the conditions specified in this Stipulation of Settlement, and in consideration of the mutual covenants and promises set forth herein, the Parties agree the Settlement Fund shall encompass the following: (1) Class/PAGA Counsel's fees and expenses; (2) the Incentive Awards; (3) the Settlement Administrator's costs; (4) the PAGA Payment; and (5) the Net Settlement Amount. The "Net Settlement Amount" will be determined after the deduction of the amounts approved for (1) Class/PAGA Counsel's fees and expenses; (2) the Incentive Awards; (3) the Settlement Administrator's costs; and (4) the PAGA Payment.

- a. The Net Settlement Amount shall be divided among the Settlement Class Members on a pro-rata basis, based upon the following formula:
 - i. Each Settlement Class Member's individual Pay Period count (total number of Pay Periods the Settlement Class Member worked during the Class Period),
 - ii. Divided by the combined sum of all Settlement Class Members' Pay Period counts during the Class Period; and
 - iii. Multiplied by the value of the Net Settlement Amount. Each Settlement Class Member's respective calculation of Pay Periods worked and estimated share of the Net Settlement Amount shall be identified in the Notice.
- b. The Parties agree that if any Settlement Class Member disputes the basis for determining their share of the Settlement, Defendant's records (or the records of the farm labor contractor, temporary services employer or other third party that furnished workers to Defendant as the case may be) shall presumptively control unless the Settlement Class

- Member can produce documentary evidence of other Pay Periods worked during the relevant time period (including partial pay periods). The Parties further agree that any dispute that cannot be resolved by Class/PAGA Counsel and Defendant's counsel may be brought before the Court before final approval of the Settlement.
- c. To the extent that the amounts set forth in Paragraphs 47, 48 and 49 below are not approved by the Court, amounts remaining will be reallocated to the Net Settlement Amount unless allocated otherwise by agreement of the Parties, with approval of the Court.
 - d. Thirty percent (30%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered wages, and will be reported as such to each Settlement Class Member on an IRS Form W-2. The Parties agree that seventy percent (70%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered penalties, and will be reported as such to each Settlement Class Member on an IRS Form 1099-Misc if applicable. The Parties further agree that the Individual PAGA Payment distributed to each PAGA Employee will be treated entirely as civil penalties, and will be reported as such to each PAGA Employee on an IRS Form 1099-Misc, if applicable.
 - e. Within fourteen (14) calendar days of the transfer of the settlement funds to the Settlement Administrator, and only upon the Effective Date being met, the Settlement Administrator shall issue to each Settlement Class Member his/her/their Individual Settlement Payment and Individual PAGA Payment.
 - f. Any Individual Settlement Payment or Individual PAGA Payment uncashed after six months of issuance will be canceled. In such event, the affected Settlement Class Members will be deemed to have irrevocably waived any right in or claim to an individual settlement payment from Defendant, but the settlement and their release of claims will remain binding upon them. The value of the uncashed checks shall be sent to the State of California's Unclaimed Wages Fund.
44. PAGA Payment: Subject to the Court's approval, fifty thousand dollars and zero cents (\$50,000.00) of the Settlement Fund shall be allocated as the PAGA Payment. The PAGA Employees

shall release their PAGA Claims in their entirety and may not opt out of or object to the PAGA Payment and/or release of PAGA Claims although the PAGA Payment will be subject to Court approval. Thirty-seven thousand, five hundred dollars and zero cents (\$37,500.00), representing 75% of the PAGA Payment, shall be paid to the LWDA. Twelve thousand, five hundred dollars and zero cents (\$12,500.00), representing 25% of the PAGA Payment, shall be distributed to the PAGA Employees as Individual PAGA Payments. In the event the LWDA rejects this allocation, the Parties will meet and confer with the Court and LWDA to reach an acceptable allocation that does not materially alter the terms of Settlement, nor require Defendant to pay more than the Settlement Fund. Concurrent with the filing of their motion for preliminary approval, Class/PAGA Representatives shall send a copy of the Stipulation of Settlement to the LWDA pursuant to the 2016 amendments to PAGA.

45. To arrive at the Individual PAGA Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-rata basis, based upon the following formula: each PAGA Employee's Pay Period count (the total number of Pay Periods the PAGA Employee worked during the PAGA Period) divided by the combined sum of all PAGA Employees' pay period counts, multiplied by the value of the portion of the PAGA Payment allocated to the PAGA Employees. The Individual PAGA Payment distributed to each PAGA Employee will be treated entirely as civil penalties, and will be reported as such to each PAGA Employee on an IRS Form 1099-Misc, if applicable.

46. Payments do not Trigger Additional Benefits: All Individual Settlement Payments, Individual PAGA Payments, and Incentive Awards shall not be utilized or applied to calculate any additional benefits under any benefit plans to which any Class/PAGA Representative, Settlement Class Member and/or PAGA Employee may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Class/PAGA Representatives, Settlement Class Members and PAGA Employees may be entitled under any benefit plans.

47. Settlement Administrator: The Settlement Administrator shall be CPT Group, Inc. The Settlement Administrator will maintain acceptable electronic and physical security protocols to

adequately protect and safeguard the private employee information it will have access to as a result of the claims process. The fees and expenses of the Settlement Administrator, which is currently estimated at approximately \$21,500.00 shall be paid through the Settlement Fund. The Settlement Administrator shall issue all payments from the Settlement Fund pursuant to this Settlement as approved by the Court.

48. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class/PAGA Counsel shall be allowed to seek its attorneys' fees, which shall not exceed 33.33% of the Settlement Fund (\$716,595.00), plus reasonable costs/expenses not to exceed twenty-five thousand dollars (\$25,000.00), subject to approval by the Court. The amount set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Stipulation of Settlement, and the administration of the Settlement. Should Class/PAGA Counsel request a lesser amount, or should the Court approve a lesser amount of attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the maximum amount set forth above shall be added back into the Net Settlement Amount. Class/PAGA Counsel will not be entitled to further fees or costs from Defendant if it elects to appeal any reduction in the requested fee or cost award. Any reduction by the Court of Class/PAGA Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement. Class/PAGA Representatives and Defendant shall bear their own attorney's fees and costs, except as provided herein.

49. Incentive Awards: Subject to the Court's approval, each Class/PAGA Representative will be paid an Incentive Award in an amount up to a maximum of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) in recognition for their service as a Class/PAGA Representative, which shall be paid from the Settlement Fund. Defendant will not object to Class/PAGA Counsel's application for Court approval of Incentive Awards to each Class/PAGA Representative in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00). It is understood that the Incentive Award is in addition to any claimed Individual Settlement Payment or Individual PAGA Payment to which each Class/PAGA Representative is entitled. All Incentive Awards shall not be deemed wages and will be reported on an IRS Form 1099-Misc, if applicable.

50. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments

and withholding all required state and federal taxes in accordance with this Stipulation of Settlement. The Settlement Administrator will issue IRS Forms W-2 with respect to the amounts paid as wages to the Settlement Class Members, and IRS Forms 1099 with respect to the amounts paid as penalties to the Settlement Class Members and PAGA Employees. The Settlement Administrator will also issue IRS Forms 1099 to: (1) Class/PAGA Representative for the Incentive Awards; and (2) Class/PAGA Counsel for the amount paid for approved fees and costs. The Settlement Administrator will be responsible for preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting Defendant's share of payroll taxes to the appropriate government agencies on behalf of Defendant. Class/PAGA Representatives and Class/PAGA Counsel will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received.

51. Indemnification: Class/PAGA Representatives and Class/PAGA Counsel acknowledge and agree that they are and will be responsible for the payment of any and all federal, state, and local taxes or penalties associated with their respective allocated portions of the payments described herein, and agree to indemnify, defend, and hold the Released Parties harmless from any and all claims by any federal, state, or local taxing authority that Class/PAGA Representatives or Class/PAGA Counsel failed to pay or underpaid their or her or his share of taxes associated with the payments set forth in this Settlement. The Parties acknowledge and agree that Class/PAGA Counsel is not responsible for the payment of any federal, state, and local taxes or penalties associated with payments to Class/PAGA Representatives, Class Members and PAGA Employees and further acknowledge and agree that Class/PAGA Counsel does not agree to indemnify, defend, or hold the Released Parties harmless from any claims by any federal, state, or local taxing authority that Class/PAGA Representatives or Class Members failed to pay or underpaid their or his or her share of taxes associated with the payments set forth in this Settlement.

A. Notice Of Settlement To Class Members & PAGA Employees

52. Within thirty (30) calendar days of preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator a database containing the following information ("Class Member/PAGA Employee List"):

- a. The full name, and last known address and full social security number of all Class

Members/PAGA Employees; and

- b. The information necessary to determine the estimated settlement allocation to each Class Member/PAGA Employee, including:

- i. The total number of pay periods worked by each Class Member within the Class Period; and
- ii. The total number of pay periods worked by each PAGA Employee within the PAGA Period.

53. The Settlement Administrator shall keep the Class Member/PAGA Employee List confidential, and use it only for the purposes described herein, and return it to Defendant upon completion of the settlement administration process. The Settlement Administrator shall not disclose the Class Member/PAGA Employee List to Plaintiffs, Class/PAGA Counsel, or any other person without Defendant's written approval. Further, the Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information ("PII"), which it receives from Defendant's Counsel and/or Class/PAGA Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendant's written approval; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement Administrator may provide notice to the Parties if the PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all additional communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendant.

54. The Settlement Administrator shall send a Notice to each Class Member/PAGA Employee by first class mail within twenty (20) calendar days of receipt of the Class Member/PAGA Employee List pursuant to Paragraph 52. Prior to mailing the Notice, the Settlement Administrator shall update the addresses of the Class Members/PAGA Employees by reference to the National Change of Address Database maintained by the United States Postal Service. If a Notice is returned as non-deliverable but with a forwarding address, the Settlement Administrator shall resend the Notice to the

forwarding address. If a Notice is returned as non-deliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current address of the person to whom the Notice was addressed, and shall resend within five (5) calendar days the Notice to any updated address. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Members/PAGA Employees. The Parties agree for settlement purposes only that, because the Class Members/PAGA Employees are so numerous, it is impossible or impracticable to have each Class Member/PAGA Employee execute this Settlement. Accordingly, the Notice will advise all Class Members/PAGA Employees of the binding nature of the release of claims and such notice shall have the same force and effect as if the Settlement were executed by each Class Member/PAGA Employee.

55. The Settlement Administrator shall provide to the Court, concurrently with Class/PAGA Representatives' motion for Court's Final Order and Judgement, a declaration of due diligence and proof of mailing with regard to the mailing of the Notices.

56. The Settlement Administrator shall also be responsible for:

- a. Mailing the Notice as directed by the Court;
- b. Consulting with counsel for the Parties concerning any relevant issue, including (without limitation) the estimated amounts of approximate Individual Settlement Payments, Individual PAGA Payments, and the acceptance of any late or deficient disputes;
- c. Keeping track of timely and proper requests for exclusion;
- d. Calculation of the Individual Settlement Payments, Individual PAGA Payments, and the PAGA Payment to the LWDA;
- e. Providing weekly status reports to counsel for the Parties, including: (a) the number of Notices mailed (including information regarding undeliverable and/or emailed Notices); (b) the number of disputes received (and sending copies of said disputes); (c) the number of objections received; and, (d) the number of requests for exclusion received;
- f. Notifying Counsel for Defendant of the wiring instructions to fund the Settlement;

- g. Preparing the checks containing the Individual Settlement Payments and including a legend on each settlement check stating “By cashing this check, I am opting into the settlement in *Guadalupe Estrada v. Monterey Mushrooms Inc.*, Santa Clara County Superior Case No. 21CV386229 and *Brian Gillogly v. Monterey Mushrooms Inc.*, Santa Clara County Superior Case No. 21CV391403 under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement”;
- h. Distributing and paying the Incentive Awards, Individual Settlement Payments, Individual PAGA Payments, the PAGA Payment to the LWDA, and fees and costs awarded to Class/PAGA Counsel;
- i. Issuing tax forms and addressing employer and employee-side payroll taxes as described in Paragraph 50; and
- j. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members/PAGA Employees.

B. Requests For Exclusion From The Class

57. Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion from the Class, for return to the Settlement Administrator. The request need not be in any particular form and will be considered a valid request for exclusion so long as it communicates a clear desire by the Class Member not to be included in the Class, and identifies his/her/their full name and date of birth, and current address along with his/her/their signature. No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

58. Any Class Member who validly excludes himself/herself/themselves from the Class shall not be bound by the Class Settlement and shall not be entitled to any portion of

the Net Settlement Amount. However, this action shall have no effect on the PAGA release or PAGA Payment.

59. If forty-five (45) or more of the Class Members opt out of the Class by submitting valid and timely requests for exclusion, Defendant shall have the sole and absolute discretion to rescind and to void the Settlement within twenty one (21) calendar days after receiving from the Settlement Administrator the final list of requests for exclusion. Defendant agrees to meet and confer in good faith with Class/PAGA Counsel before rescinding or voiding the Settlement. In the event that Defendant elects to rescind and void the Settlement, Defendant shall provide written notice of such rescission to Class/PAGA Counsel. Such rescission shall have the same effect as a termination of the Settlement for failure to satisfy a condition of settlement, and the Settlement shall become null and void and have no further force or effect.

C. Objections to the Class Settlement

60. Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice, or such number of days as the Court shall specify, within which to postmark an objection, for return to the Settlement Administrator. Any Class Member, who does not affirmatively opt-out of the Settlement by submitting a valid and timely request for exclusion, may object to the approval of Class Settlement (“Objecting Class Member”). The Objecting Class Member shall inform the Court and the Parties in the objection of (1) full name and current address of the Objecting Class Member; and (2) the specific reason(s) for the objection; and (3) shall also provide any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court. Any Objecting Class Member who wishes to appear at the Final Approval Hearing and be heard orally in support of, or in opposition to the Class Settlement, must state so in the objection. Class Members shall have no right to object to the PAGA release or PAGA Payment.

61. Any Class Member who fails to timely submit an objection shall be foreclosed from making any objection to this Settlement or from filing an appeal of the Court’s Final Order and Judgment unless otherwise ordered by the Court.

62. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

63. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to appeal from the Court's Final Order and Judgment. Class/PAGA Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

D. Release Of Claims

64. Release of Class Claims. Upon the Effective Date, the claims released by the Settlement Class Members and Class/PAGA Representatives will include all claims pleaded in the Action and which could have been alleged under the facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failure to act allegations and/or claims pleaded in the Action (including in both the Estrada Lawsuit and Gillogly Lawsuit), against the Released Parties (as defined in Paragraph 24 above), for work performed during the Class Period including the following:

a. The claims set forth in the Action, specifically, (1) Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq.; (2) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (3) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (4) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (5) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (8) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and, (9) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.) as well as any claims which could have been alleged under the facts, allegations and/or claims pleaded in the Action including any claims for unpaid wages (including minimum, regular and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant wage statements, untimely final wage statements, unlawful rounding, reimbursement for business expenses, failure to properly calculate the regular rate of pay, claims for unpaid sick pay and personal time off (to the extent it comprises sick pay), claims for nonproductive time and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders

that were alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Action;

b. Any claims for injunctive relief, declaratory relief, restitution or fraudulent business practices alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action; and

c. Any and all other claims under California common law, the California Labor Code including but not limited to the Private Attorneys General Act, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the facts, allegations and/or claims pleaded in the Action. In addition, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under the FLSA that could have been alleged under the facts, allegations and/or claims pleaded in the Action. The Settlement Administrator shall include a legend on the settlement check stating: "By cashing this check, I am opting into the settlement in *Guadalupe Estrada v. Monterey Mushrooms Inc.*, Santa Clara County Superior Case No. 21CV386229 and *Brian Gillogly v. Monterey Mushrooms Inc.*, Santa Clara County Superior Case No. 21CV391403 under FLSA, 29 U.S.C. § 216(b), and releasing the Class Released Claims described in the Stipulation of Settlement."

65. Release of PAGA Claims. Upon the Effective Date, Class/PAGA Representatives and the PAGA Employees hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all PAGA claims predicated on the facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by any named plaintiff, Settlement Class Member or PAGA Employee in the Action or in any way premised in whole or in part on any of the Class Claims set forth above in Paragraph 64 that arose at any time during the PAGA Period (collectively, "the PAGA Claims"). The PAGA Employees will be issued a check for their share of the PAGA Payment, Individual PAGA Payment, and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of

the PAGA Claims regardless of whether they cash their Individual PAGA Payment.

66. Release of Claims by Named Plaintiffs Estrada and Gillogly. Upon the Effective Date, and as a condition of receiving any portion of the Incentive Awards, Plaintiffs Guadalupe Estrada and Brian Gillogly, for themselves individually, agree to the additional following General Release. In consideration of Defendant's promises and agreements as set forth herein, Plaintiffs Guadalupe Estrada and Brian Gillogly, in addition to the releases provided by them in Paragraphs 64 and 65 above, hereby fully release the Released Parties from any and all claims and also generally release and discharge the Released Parties from any and all claims whatsoever regarding their employment and/or the termination of their employment including, but not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on Defendant's right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Plaintiffs Guadalupe Estrada and Brian Gillogly shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of California Civil Code § 1542, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiffs Guadalupe Estrada and Brian Gillogly, for themselves, have read § 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs Guadalupe Estrada and Brian Gillogly understand that § 1542 gives the right not to release existing claims of which they are not now aware, unless they voluntarily choose to waive this

right. Having been so apprised, Plaintiffs Guadalupe Estrada and Brian Gillogly nevertheless voluntarily waive the rights described in § 1542, and elect to assume all risks for claims that now exist in their favor, known or unknown. The release of the claims of Plaintiffs Guadalupe Estrada and Brian Gillogly as set forth in this Paragraph is a condition precedent to enforcement of this Stipulation of Settlement. Further, other than this Action, Plaintiffs Guadalupe Estrada and Brian Gillogly represent that they do not have any pending lawsuits, administrative complaints or charges against Defendant or the Released Parties in any local, state or federal court or administrative agency, and that all claims raised in the Action, if any, shall be fully and finally extinguished by virtue of this Settlement and the Court's Final Approval Order, and they will not bring any action in the future in which they seek to recover any damages from Defendant or the Released Parties relating to or arising from their respective employment, other than an action to enforce their respective rights under this Settlement.

E. Duties of the Parties Prior to Requesting Approval of Settlement

67. Prior to requesting Court approval of this Settlement, Class/PAGA Counsel shall take any and all steps necessary to consolidate the Estrada Lawsuit and the Gillogly Lawsuit into one Action. Defendant's Counsel shall cooperate to achieve this end. Consolidation is a prerequisite to filing the motion for preliminary approval of the Settlement.

68. Additionally, prior to requesting Court approval of this Settlement, Class/PAGA Counsel shall take any and all steps necessary to add Monterey Mushrooms, LLC as a named defendant in the consolidated Action. Defendant's Counsel shall cooperate to achieve this end. Adding Monterey Mushrooms, LLC to the consolidated Action as a defendant is a prerequisite to filing the motion for preliminary approval of the Settlement.

F. Conditional Class Certification & Court Orders

69. For settlement purposes only, the Parties agree that the Class as defined in Paragraphs 3, 4 and 5 above, may be conditionally certified in the Action. In support of this Settlement, Class/PAGA Counsel will request that the Court conditionally certify, for settlement purposes only, the Class as to all Class Claims that have been asserted in the Action for the Class Period. Defendant shall not oppose or object to this request for conditional certification. PAGA claims shall not be certified.

70. Only after achieving the prerequisites set forth in Paragraphs 67 and 68 above, Class/PAGA Counsel shall submit this Stipulation of Settlement to the Court in support of Class/PAGA

Representatives' motion for preliminary approval and determination by the Court as to whether the proposed Settlement is amenable to judicial approval. Class/PAGA Counsel shall request entry of an order substantially in the following form:

- a. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Incentive Awards should be finally approved as fair, reasonable and adequate as to the Settlement Class Members and for approval of the PAGA Settlement;
- b. Conditionally certifying the Class as contemplated by Paragraph 69 above;
- c. Approving the Notice;
- d. Directing the mailing of the Notice by first class mail to the Class Members and PAGA Employees; and
- e. Preliminarily approving the Settlement subject only to the objections of the Class Members and final review by the Court.

71. The Parties will work cooperatively to mutually agree upon the form and content of the Notice, as well as the Proposed Order Granting Preliminary Approval.

G. No Public Disclosure

72. The Class/PAGA Representatives and Class/PAGA Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. The Class/PAGA Representatives and Class/PAGA Counsel represent that they have not made any such disclosure. The Class/PAGA Representatives and Class/PAGA Counsel shall not encourage any Class Members to opt-out. Class/PAGA Counsel will take all steps necessary to ensure that the Class/PAGA Representatives are aware of, and will encourage them to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class/PAGA Counsel and the Class/PAGA Representatives agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

H. Duties of the Parties Following Final Approval

73. Following final approval by the Court of the Settlement provided for in this Stipulation

of Settlement, Class/PAGA Counsel shall submit a proposed Court's Final Order and Judgment in approximately the following form: approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions including the approval of Class/PAGA Counsel's application for an award of attorneys' fees and costs and the Incentive Awards to the Class/PAGA Representatives. The Parties will work cooperatively to mutually agree upon the form and content of the proposed Court's Final Order and Judgment granting final approval of the Class Settlement and final approval of the PAGA Settlement and Judgment.

I. Voiding of Agreement if Settlement Not Finalized

74. Subject to the obligations of mutual full cooperation set forth herein, Defendant may terminate this Settlement for any of the following reasons: If, after submitting the Settlement for approval to the Court, the Court declines to approve the Settlement, grant certification of the Class as proposed, enter the preliminary approval order, enter the final approval order, enter judgment in substantially the form submitted by the Parties, or the Settlement as agreed does not become final because of appellate court action, or there is a change to the scope of the release, or the Court grants approval of the PAGA Settlement and preliminary approval of the Class Settlement but does not grant final approval of the Class Settlement, or the Court finds that the Settlement Fund is insufficient to warrant approval of the Settlement, or anything else that prevents the full and final resolution contemplated in this Stipulation of Settlement. Defendant shall give Class/PAGA Representatives (through counsel) written notice of its decision to terminate no later than twenty-one (21) calendar days after receiving notice that one of the foregoing events has occurred. Termination shall have the following effects:

- a. The Stipulation of Settlement shall be terminated and shall have no force or effect, it shall be deemed void and unenforceable as if no settlement of any claim was ever reached, and no Party shall be bound by any of its terms.
- b. In the event the Settlement is terminated, Defendant shall have no obligation to make any payments to any party, Settlement Class Member, PAGA Employee or Class/PAGA Counsel; provided however, the Parties shall share equally the Settlement Administrator's fees and costs incurred through date of termination.

- c. If applicable, the preliminary approval order, final approval order and judgment shall be vacated. Any conditional class certification shall be negated, withdrawn and/or vacated and Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification.
- d. The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement;
- e. Except as otherwise discoverable, neither this Stipulation of Settlement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

J. Parties' Authority

75. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

K. Mutual Full Cooperation

76. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking of such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class/PAGA Counsel shall take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

77. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from filing requests for exclusion.

L. No Prior Assignments

78. The Parties and their respective counsel represent, covenant and warrant that they have not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or

encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

M. No Admission

79. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendant. Each of the parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

N. Breach And Enforcement Actions

80. The Parties will jointly request that the Court retain jurisdiction pursuant to California Code of Civil Procedure § 664.6. to oversee and enforce the terms of this Settlement. In the event of a breach of this Settlement, the non-breaching Party shall provide notice to the breaching party and request that the breaching party cure any alleged breach. If the breach is not cured within thirty (30) days of said notice, the non-breaching party may pursue legal action or other proceeding against any breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.

O. Notices

81. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing both electronically and by United States registered or certified mail, return receipt requested, and addressed as follows:

To Class/PAGA Representatives, the Settlement Class and Class/PAGA Counsel:

Jake D. Finkel
The Finkel Firm
3470 Wilshire Blvd., Suite 830
Los Angeles, CA 93310
Email: jake@finkelfirm.com

Justin F. Marquez, Esq.
Benjamin H. Haber, Esq.
Arrash T. Fattahi, Esq.
WILSHIRE LAW FIRM
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010

Email: justin@wilshirelawfirm.com
benjamin@wilshirelawfirm.com
afattahi@wilshirelawfirm.com

Mehrdad Bokhour
Bokhour Law Group, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, CA 90067
mehrdad@bokhourlaw.com

To Defendant and Defendant's Counsel:

James K. Gumberg
Nina M. Patane
PATANE • GUMBERG • AVILA, LLP
Attorneys at Law
4 Rossi Circle, Suite 231
Salinas, California 93907
Mailing: *P.O. Box 3770, Salinas, CA 93912*
Email: jgumberg@pglawfirm.com
npatane@pglawfirm.com

P. Construction

82. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Stipulation of Settlement.

Q. Captions And Interpretations

83. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

R. Modification

84. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

S. Integration Clause

85. This Stipulation of Settlement, and the Exhibit attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

T. Binding on Assigns

86. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

U. Counterparts

87. The Parties may execute this Stipulation of Settlement in counterparts, which shall have the same force and effect as if each had signed the same instrument. All executed copies of this Stipulation of Settlement, and photocopies thereof (including pdf copies of the signature pages) shall have the same force and effect and shall be as legally binding and enforceable as the original.

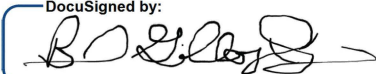
IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily execute this Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims as of the date(s) set forth below:

Dated: Aug 1, 2023



GUADALUPE ESTRADA
Plaintiff and Class/PAGA Representative

Dated: 8/5/2023

DocuSigned by:


BRIAN GILLOGLY
Plaintiff and Class/PAGA Representative

JOINT STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION AND PAGA CLAIMS

[SIGNATURE PAGE CONTINUED]

MONTEREY MUSHROOMS, INC. &
MONTEREY MUSHROOMS, LLC

Dated: 8/9/23

By: 
Shah Kazemi, President

APPROVED AS TO FORM AND CONTENT:

THE FINKEL FIRM

Dated: 8/3/2023

By: 
JAKE D. FINKEL
Attorneys for Plaintiff GUADALUPE ESTRADA,
Class Members and PAGA Employees

BOKHOUR LAW GROUP, P.C.

Dated: August 3, 2023

By: 
MEHRDAD BOKHOUR
Attorneys for Plaintiff GUADALUPE ESTRADA, Class
Members and PAGA Employees

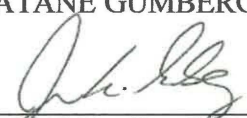
WILSHIRE LAW FIRM

Dated: August 5, 2023

By: 
JUSTIN E. MARQUEZ
ARRASHI T. FATAH
Attorneys for Plaintiff BRIAN GILLOGLY, Class
Members and PAGA Employees

PATANE GUMBERG AVILA, LLP

Dated: August 7, 2023

By: 
JAMES K. GUMBERG
NINA M. PATANE
Attorneys for Defendant MONTEREY
MUSHROOMS, INC. and MONTEREY
MUSHROOMS, LLC

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT,
PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT
APPROVAL**

Estrada et al., v. Monterey Mushrooms Inc., et al.
Case Nos. 21CV386229 and 21CV391403

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Monterey Mushrooms Inc. and Monterey Mushrooms, LLC (“MONTEREY”) for alleged wage and hour violations. This consolidated Action was filed by former MONTEREY employees Guadalupe Estrada and Brian Gillogly (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of current and former non-exempt hourly-paid and non-exempt salaried employees who worked directly for MONTEREY, and current and former non-exempt hourly-paid employees who worked for MONTEREY through a third party such as a temporary services employer or a farm labor contractor during the Class Period (June 8, 2017, to **June 24, 2023**) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for Class Members who worked for MONTEREY during the PAGA Period (June 8, 2020, to **Preliminary approval date**) (“PAGA Employees”).

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

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

The above estimates are based on MONTEREY’s records showing that **you worked [REDACTED] Pay Periods** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. If you believe that you worked more Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against MONTEREY.
- (2) **Opt-Out of the Settlement.** You can exclude yourself from the Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against MONTEREY, and, if you are an PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

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

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former MONTEREY employees. The Action accuses MONTEREY of violating California labor laws by failing to pay minimum and straight time wages, overtime wages, failing to provide meal and rest periods, failing to pay wages upon termination, failing to provide accurate itemized wage statements, and failing to reimburse employees for expenditures. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Justin F. Marquez, Esq., Benjamin H. Haber, Esq., and Arrash T. Fattahi, Esq., of Wilshire Law Firm, and Mehrdad Bokhour of Bokhour Law Group, P.C. and Jake Finkel of The Finkel Firm ("Class Counsel.")

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

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

So far, the Court has made no determination whether MONTEREY or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and MONTEREY hired an experienced mediator, a retired judge to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and MONTEREY have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, MONTEREY does not admit any violations or concede the merit of any claims.

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

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

MONTEREY Will Pay \$2,150,000.00 as the Settlement Fund (Gross Settlement). MONTEREY has agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, MONTEREY will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes no longer appealable. The Judgment will no longer be appealable approximately 60 days after the Court enters Judgment or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

- Up to \$716,595.00 (one third of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$12,500 for the Class Representatives' Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representative's Service Payments will be the only monies Plaintiff will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- An estimated \$21,500.00 to the Administrator for services administering the Settlement.
- \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Employees based on their PAGA Period Pay Periods.

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

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

Taxes Owed on Payments to Class Members. Plaintiffs and MONTEREY are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages (“Wage Portion”) and 70% to penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. MONTEREY will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

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

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

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

void: MONTEREY will not pay any money and Class Members will not release any claims against MONTEREY.

Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

Participating Class Members’ Release. Upon the Effective Date, the claims released by the Settlement Class Members and Class/PAGA Representatives will include all claims pleaded in the Action and which could have been alleged under the facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failure to act allegations and/or claims pleaded in the Action (including in both the Estrada Lawsuit and Gillogly Lawsuit), against the Released Parties (defined below in paragraph entitled “Released Parties”), for work performed during the Class Period including the following:

a. The claims set forth in the Action, specifically, (1) Violation of the Private Attorneys' General Act, Labor Code§ 2698 et seq.; (2) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code§§ 204, 1194, 1194.2, and 1197); (3) Failure to Pay Overtime Wages (Cal. Lab. Code§§ 1194 and 1198); (4) Failure to Provide Meal Periods (Cal. Lab. Code§§ 226.7, 512); (5) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code§ 226.7); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code§§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (8) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and, (9) Unfair Business Practices (Cal. Bus. & Prof. Code§§ 17200, et seq.) as well as any claims which could have been alleged under the facts, allegations and/or claims pleaded in the Action including any claims for unpaid wages (including minimum, regular and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest periods, non-compliant wage statements, untimely final wage statements, unlawful rounding, reimbursement for business expenses, failure to properly calculate the regular rate of pay, claims for unpaid sick pay and personal time off (to the extent it comprises sick pay), claims for nonproductive time and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Action;

b. Any claims for injunctive relief, declaratory relief, restitution or fraudulent business practices alleged or which could have been alleged

under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action; and

c. Any and all other claims under California common law, the California Labor Code including but not limited to the Private Attorneys General Act, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the facts, allegations and/or claims pleaded in the Action. In addition, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under the FLSA that could have been alleged under the facts, allegations and/or claims pleaded in the Action. The Settlement Administrator shall include a legend on the settlement check stating: "By cashing this check, I am opting into the settlement in *Guadalupe Estrada v. Monterey Mushrooms Inc.*, Santa Clara County Superior Case No. 21CV386229 and *Brian Gillogly v. Monterey Mushrooms Inc.*, Santa Clara County Superior Case No. 21CV391403 under FLSA, 29 U.S.C. § 216(b), and releasing the Class Released Claims described in the Stipulation of Settlement."

PAGA Employees' PAGA Release. Upon the Effective Date, Class/PAGA Representatives and the PAGA Employees hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all PAGA claims predicated on the facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by any named plaintiff, Settlement Class Member or PAGA Employee in the Action or in any way premised in whole or in part on any of the Class Claims set forth above in the paragraph entitled "Participating Class Members' Release" that arose at any time during the PAGA Period (collectively, "the PAGA Claims"). The PAGA Employees will be issued a check for their share of the PAGA Payment, Individual PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash their Individual PAGA Payment.

Released Parties. "Released Parties" means MONTEREY and any of its or their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, all farm labor contractors, temporary services employers and other third party employers that furnished workers to MONTEREY, and any individual or entity which could be jointly liable with MONTEREY, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers and reinsurers.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods

worked by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ [REDACTED] by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Employee.

Pay Period Challenges. The number of Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in MONTEREY's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept MONTEREY's calculation of Pay Periods based on MONTEREY's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and MONTEREY's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE SETTLEMENT?

Submit a written and signed letter to the Administrator with your full name, date of birth, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Estrada et al., v. Monterey Mushrooms Inc., et al.*, Case Nos. 21CV386229 and 21CV391403, and include your identifying information (full name,

address, and date of birth). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and MONTEREY are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; (ii) the amount Plaintiffs are requesting as the Class Representative's Service Payment; and (iii) the amount the Settlement Administrator is requesting for costs related to performing its duties under the Settlement. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website at <https://portal.sccscourt.org/search>.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is DATE.** Be sure to tell the Administrator what you object to, why you object, and any evidence or facts that support your objection. Make sure you identify the Action *Estrada et al., v. Monterey Mushrooms Inc., et al.*, Case Nos. 21CV386229 and 21CV391403 and include your full name, current address and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on DATE at TIME in Department 7 of the Santa Clara Superior Court, located at 191 North First Street, San Jose, CA 95113. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Microsoft Teams. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at <https://portal.sccscourt.org/search>, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

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Settlement Administrator:

[Admin Name]
[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.