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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

SARAHÍ AQUINO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

COAST KING PACKING, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 21CV002448

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint filed: August 2, 2021
Trial date: Not set

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Joint Stipulation of Settlement” or
3 “Settlement” or “Agreement”) is made and entered into by and between Plaintiffs SARAHI AQUINO and
4 JUAN REYES, individually, and on behalf of all others similarly situated, (“Plaintiffs” or “Class
5 Representatives”), and Defendants COAST KING PACKING, LLC and IPPOLITO INTERNATIONAL
6 L.P. (“Defendants”). Plaintiffs and Defendants are sometimes referred to individually as a “Party” or
7 collectively referred to herein as “the Parties.” THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFINITIONS**

9 1. For purposes of this Settlement, “Complaint” refers to the second amended complaint,
10 discussed in detail below, which is to be submitted for filing prior to the hearing on preliminary approval
11 of this settlement.

12 2. For purposes of this Settlement, this matter, involves both *Aquino, et al. v. Coast King*
13 *Packing, LLC*, Superior Court of Monterey County Case No. 21CV002448, and *Juan Reyes, et al. v. Coast*
14 *King Packing, LLC and Ippolito International, L.P., et al.*, Superior Court of Monterey County Case No.
15 22CV000042, which the Parties have agreed to consolidate into *Aquino, et al. v. Coast King Packing,*
16 *LLC*, Case No. 21CV002448, and is collectively referred to herein as the “Action.”

17 3. For purposes of this Settlement, the “Class Period” is August 2, 2017 through September 7,
18 2022.

19 4. For purposes of this Settlement, the “Class” or “Class Members” consist of: All non-
20 exempt employees of Defendants who worked for Defendants in California during the Class Period.
21 “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the
22 Settlement Administrator.

23 5. For purposes of this Settlement, “Class Counsel” means MOON & YANG, APC and
24 FITZPATRICK & SWANSTON.

25 6. For purposes of this Settlement, “Covered Workweeks” means the number of weeks a
26 Class Member worked at Defendants’ locations in California during the Class Period.

27 7. For purposes of this Settlement, “Response Deadline” means the date forty-five (45) days
28 after the Settlement Administrator initially mails the Notice to Settlement Class Members (“Notice”) and

1 the last date on which Settlement Class Members may submit a request for exclusion or written objection
2 to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 45 calendar
3 days after initial mailing or 14 calendar days from re-mailing. The Response Deadline may be extended
4 only as expressly described herein.

5 8. For purposes of the Settlement, “Defendants’ Counsel” means FENTON & KELLER,
6 APC.

7 9. For purposes of this Settlement, “PAGA” means the Labor Code Private Attorneys
8 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

9 10. For purposes of this Settlement, “PAGA Allocation” means the portion of the Gross
10 Settlement Amount that the Parties have agreed to allocate to resolution of the Released PAGA Claims.
11 The Parties have agreed that the PAGA Allocation will be \$200,000 from the Gross Settlement Amount.
12 Pursuant to PAGA, Seventy Five Percent (75%), or \$150,000, of the PAGA Allocation will be paid to the
13 Labor and Workforce Development Agency (“LWDA”) (“PAGA Penalty Payment”), and Twenty Five
14 Percent (25%), or \$50,000, of the PAGA Allocation will be included in the Net Settlement Amount for
15 PAGA Employees (“PAGA Settlement Payment”).

16 11. For purposes of this Settlement, “PAGA Period” means the period between June 17, 2020
17 through September 7, 2022.

18 12. For purposes of this Settlement, “PAGA Employee” means all non-exempt employees of
19 Defendants who worked for Defendants in California during the PAGA Period. It is stipulated by the
20 Parties that, for purposes of this Settlement, all PAGA Employees are “aggrieved employees” as defined
21 pursuant to PAGA.

22 13. For purposes of this Settlement, “PAGA Pay Periods” means the number of pay periods
23 each PAGA Employee worked during the PAGA Period.

24 14. For purposes of this Settlement, “PAGA Representative” means Plaintiffs.

25 15. For purposes of this Settlement, “Released PAGA Claims” means all claims for penalties
26 and any other available relief pursuant to PAGA, to the extent asserted in Plaintiffs’ administrative
27 exhaustion letters submitted to the LWDA in this Action, arising during the PAGA Period.

28 16. For purposes of this Settlement, “Settlement Payments” means all of the payments to

Settlement Class Members (the “Settlement Class Payments”) and all of the payments to PAGA Employees (the “PAGA Settlement Payment”).

STIPULATED BACKGROUND

17. On August 2, 2021, Plaintiff Aquino, by and through her counsel Moon & Yang, APC, filed a putative Class Action alleging the following labelled causes of action: (1) Failure to Pay Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [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 Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) 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]; and (7) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]. (The “Aquino Action.”) In this Complaint, Plaintiff sought to represent all persons that worked for Defendant Coast King Packing, LLC in California as an hourly-paid, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint and ending when Notice to the Class is sent.

18. Plaintiff Aquino satisfied the administrative exhaustion requirement that is a prerequisite to filing a claim for Civil Penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] (“PAGA”). On October 12, 2021, Plaintiff Aquino filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*].

19. On January 5, 2022, Plaintiff Reyes, by and through his counsel Fitzpatrick & Swanston, filed a putative Class Action bearing case number 22CV000042, which stated largely overlapping causes of action. (The “Reyes Action.”) In his Complaint, Plaintiff Reyes sought to represent all persons that worked for Defendants Coast King Packing, LLC and Ippolito International, L.P. in California as an hourly-paid, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint and ending when Notice to the Class is sent.

20. As part of Settlement, the Parties have agreed to consolidate the Aquino Action and Reyes Action. Prior to the hearing on preliminary approval, the Parties shall enter into a stipulation allowing the filing of an amended complaint whereby Plaintiff Reyes will be added to the Aquino Action as a plaintiff, James Fitzpatrick and Alison Baker will be added as counsel, and the allegations of the Reyes Action will

1 be incorporated into the Action.

2 21. Solely for purposes of settling this case, the Parties and their respective counsel stipulate
3 and agree that the requisites for establishing class certification with respect to the Class Members have
4 been met and are met. More specifically for settlement purposes only, the Parties stipulate and agree that:

5 (a) The Class is ascertainable and so numerous as to make it impracticable to join all
6 Class Members.

7 (b) There are common questions of law and fact including, but not limited to, the
8 following:

- 9 1) Whether or not Defendants paid proper wages to the Class;
- 10 2) Whether or not Defendants provided meal periods to the Class;
- 11 3) Whether or not Defendants provided rest periods to the Class;
- 12 4) Whether or not Defendants paid compensation timely upon separation of
13 employment to former Class Members;
- 14 5) Whether or not Defendants paid compensation timely throughout Class
15 Members' employment;
- 16 6) Whether or not Defendants provided accurate itemized statements to the
17 Class;
- 18 7) Whether or not Defendants suffered the Class to purchase necessary
19 business expenses without reimbursement;
- 20 8) Whether or not waiting-time penalties are available to the Class for
21 violation of California Labor Code § 203;
- 22 9) Whether or not Defendants maintained requisite records;
- 23 10) Whether or not Defendants paid proper meal period pay or rest period pay
24 to the Class; and,
- 25 11) Whether or not Defendants engaged in unlawful or unfair business
26 practices affecting the Class in violation of California Business and
27 Professions Code §§ 17200-17208.

28 (c) Plaintiffs' claims are typical of the claims of the Class Members.

(d) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class.

(e) The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

(f) With respect to the Class, questions of law and fact common to the members of the Class predominate over any questions affecting any individual member in such Class, and that a class action is superior to other available means for the fair and efficient adjudication of the controversy.

22. Should, for whatever reason, the Settlement not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class Members and/or the Class Claims should be certified in a non-Settlement context in this Action or in any other lawsuit. Defendants expressly reserve their right to oppose claim or class certification in this or any other action should this Settlement not become effective.

23. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Complaint, and Defendants further deny that, for any purpose other than settling this lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiffs' claims, Defendants contend, among other things, that Plaintiffs and the Class Members have been paid proper wages, have been provided meal periods or they have been made available as required, have been provided rest periods or they have been authorized and permitted as required, have been paid timely wages upon separation of employment, have been provided with accurate itemized wage statements, and have been reimbursed for reasonable and necessary business expenses as required. Defendants contend, among other things, that they have complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendants contend that they have complied at all times with the California Business and Professions Code.

24. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Complaint.

25. Class Counsel has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendants. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendants, and numerous potential appellate issues. Defendants and Defendants' Counsel also agree that the Settlement is fair and in the best interest of the Class.

26. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement.

27. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

PRIMARY TERMS OF SETTLEMENT

28. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

- (a) It is agreed by and among the Class and Defendants that this Action and any claims, damages, or causes of action arising out of the disputes which are the subject of this Action, be settled and compromised as between the Class and Defendants, subject to the terms and conditions set forth in this Settlement and the approval of the Court.
- (b) Effective Date: The terms of settlement embodied in this Settlement shall become effective when all of the following events have occurred: (i) this Joint Stipulation of Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been given to the Class, providing them with an opportunity to dispute information contained in the Notice, to opt out of the Settlement, or to object to the Settlement;

(iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement; and (v) the later of the following events: (a) five (5) calendar days have passed since final approval is granted if there are no objections to the settlement; (b) sixty-five (65) days following notice of entry of the Court's final order approving the Settlement if there are any objections by any Class Member; (c) or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) days following notice of entry of the Court's final order approving the Settlement, then twenty (20) days after when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

(c) Gross Settlement Amount: Defendants' maximum total payment under the Settlement, including all attorney's fees and costs, the Service Payment to the named Plaintiffs, the costs of settlement administration, the PAGA Allocation, and any other payments provided by this Settlement, is \$2,300,000.00 ("Gross Settlement Amount"), subject to the Escalator Clause and except that, to the extent that any portions of the Class Members' Settlement Payments constitute wages, Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions.

(d) Escalator Clause: Defendants represents that as of September 7, 2022, the number of workweeks worked by Settlement Class Members is approximately 230,000. If it is determined that the workweeks during the Class Period exceeds 253,000 (230,000 plus 10% of 230,000), Defendants shall have the option of ending the Class Period on the date the workweeks reached 253,000, or increasing the Gross Settlement Amount by the same number of percentage points above 10% by which the actual number of workweeks exceeds 230,000. For example, if the actual number of workweeks is determined to be 12% higher than 230,000, Defendants' share of the Gross Settlement Amount will be increased by 2% not 12% (the

1 “Escalator Clause”). The Gross Settlement Amount will not be reduced for any
2 reason.

3 (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount will
4 revert to Defendants.

5 (f) No Claims Required: Class Members will not be required to submit a claim to
6 receive their Settlement payment.

7 (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by
8 deducting from the Gross Settlement Amount (\$2,300,000.00) the following sums,
9 subject to approval by the Court: (1) attorney’s fees (not to exceed one-third of the
10 Gross Settlement Amount, or \$766,666.66.00); (2) reasonable litigation costs (not
11 to exceed \$40,000.00); (3) the Service Payments (not to exceed \$10,000.00 to each
12 of the named Plaintiffs); (4) the PAGA Penalty Payment in the amount of
13 \$150,000.00 (which is 75% of the PAGA Allocation); and (5) costs of settlement
14 administration (estimated not to exceed \$50,000). Settlement Payments to the
15 Class Members will be calculated by the Settlement Administrator and paid out of
16 the Net Settlement Amount as set forth below.

17 (h) Payroll Taxes and Required Withholdings: To the extent that any portions of the
18 Settlement Class Members’ Settlement Payments constitute wages, Defendants
19 will be separately responsible for any **employer** payroll taxes required by law,
20 including the employer FICA, FUTA, and SDI contributions. Except for any
21 employer payroll taxes and subject to the Escalator Clause, it is understood and
22 agreed that Defendants’ maximum total liability under this Settlement shall not
23 exceed the Gross Settlement Amount. The Settlement Administrator will calculate
24 and submit the Defendants’ employer share of payroll taxes after advising
25 Defendants of the total amount owed, in aggregate, as employer-side payroll taxes
26 and receiving a lump sum payment from Defendants in that amount when the
27 Gross Settlement Amount is delivered to the Settlement Administrator.

28 (i) Settlement Class Payments (Excludes PAGA Payments): Settlement Class

Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount (less the PAGA Settlement Payments to the LWDA), as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows:
$$\frac{\text{Workweeks worked by a Settlement Class Member}}{\text{Sum of all Covered Workweeks worked by all Settlement Class Members}} \times [\text{Net Settlement Amount} - \text{all PAGA Settlement Payments to the LWDA}] = \text{individual Settlement Payment for a Settlement Class Member.}$$
 Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below.

(j) PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement Administrator minus PAGA Settlement Payments to the LWDA. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows:
$$\frac{\text{PAGA Pay Periods worked by a PAGA Employee}}{\text{Sum of all PAGA Pay Periods worked by all PAGA Employees}} \times [\text{PAGA Settlement Payment}] = \text{individual PAGA Employee's portion of the PAGA Settlement Payment.}$$
 PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. Un-cashed, unclaimed or

1 abandoned checks, shall be transmitted to the California Controller's Office, as set
2 forth below. The LWDA's PAGA Penalty Payment will issue to the LWDA at the
3 same time Settlement Payments issue to the Settlement Class.

4 (k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class
5 Payments will be allocated as follows: 20% to wages and 80% to penalties and
6 interest. The PAGA Settlement Payment shares to PAGA Employees will be
7 entirely allocated to penalties. Appropriate federal, state and local withholding
8 taxes will be taken out of the wage allocations, and each Class Member will
9 receive an IRS Form W-2 with respect to this portion of the Settlement Payment.
10 The employer's share of payroll taxes and other required withholdings will be paid
11 as set forth above, including but not limited to the Defendants' FICA and FUTA
12 contributions, based on the payment of claims to the Class Members. IRS Forms
13 1099 will be issued to each Class Member reflecting the payments for penalties and
14 interest. Class Members are responsible to pay appropriate taxes due on the
15 Settlement Payments they receive. To the extent required by law, IRS Forms 1099
16 and W-2 will be issued to each Class Member with respect to such payments.

17 (l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement
18 Payments to individual Class Members shall be deemed to be paid to such Class
19 Member solely in the year in which such payments actually are received by the
20 Class Member. It is expressly understood and agreed that the receipt of such
21 Settlement Payments will not entitle any Class Member to additional compensation
22 or benefits under any company bonus, contest or other compensation or benefit
23 plan or agreement in place during the period covered by the Settlement up to and
24 including the date the Settlement becomes effective, nor will it entitle any Class
25 Member to any increased retirement, 401(k) benefits or matching benefits or
26 deferred compensation benefits. It is the intent that the Settlement Payments
27 provided for in this Settlement are the sole payments to be made by Defendants to
28 the Class Members, and that the Class Members are not entitled to any new or

1 additional compensation or benefits as a result of having received the Settlement
2 Payments (notwithstanding any contrary language or agreement in any benefit or
3 compensation plan document that might have been in effect during the period
4 covered by this Settlement).

5 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendants will not
6 object to Class Counsel's application for attorney's fees not to exceed 33 1/3% of
7 the Gross Settlement Amount and reimbursement of litigation costs and expenses
8 not to exceed \$40,000.00.

9 (n) Service Payments: Subject to Court approval, and in exchange for a general
10 release, Defendants will not object to Class Counsel's application for an additional
11 payment of up to \$10,000.00 to each Plaintiff for service as Class Representatives
12 ("Service Payment"). It is understood that the Service Payments are in addition to
13 the individual Settlement Payment to which a Class Representative is entitled to
14 along with the other Class Members. In exchange, Plaintiffs have agreed to
15 release all claims, whether known or unknown, under federal law or state law
16 against the Releasees, to the extent permitted by law, through the Class Period
17 ("Plaintiffs' Released Claims"). Plaintiffs understand that this release includes
18 unknown claims and that they are, as a result, waiving all rights and benefits
19 afforded by Section 1542 of the California Civil Code, which provides:

20 **A general release does not extend to claims that the creditor**
21 **or releasing party does not know or suspect to exist in his or**
22 **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.

23 Specifically excluded from Plaintiffs' Released Claims are any claims for workers'
24 compensation benefits. The Service Payments will issue at the same time all
25 Settlement Payments are mailed to the Settlement Class.

26 (o) Defendants or the Settlement Administrator will issue an IRS Form 1099 for the
27 Service Payments to the Plaintiffs. The Plaintiffs will be individually responsible
28 for correctly characterizing this compensation on personal income tax returns for

1 tax purposes and for paying any taxes on the amounts received. Should the Court
2 approve a Service Payment in an amount less than that set forth above, the
3 difference between the lesser amount(s) approved by the Court and the Service
4 Payment amount(s) set forth above shall be added to the Net Settlement Amount.
5 Plaintiffs agree not to opt out or object to the Service Payments as the Class
6 Representatives.

7 (p) Settlement Administrator: The Settlement Administrator will be Simpluris, Inc., or
8 such Settlement Administrator as may be mutually agreeable to the Parties and
9 approved by the Court. Settlement Administration Costs are estimated not to
10 exceed \$50,000. The costs of the Settlement Administrator for work done shall be
11 paid regardless of the outcome of this Settlement.

12 (q) Funding of Settlement Account: If no objection to the settlement is made,
13 Defendants shall pay the Gross Settlement Amount and the employers' share of
14 payroll taxes to the Settlement Administrator within 12 months of the final
15 approval order. If an objection to the settlement is made but no appeal is filed, the
16 Gross Settlement Amount shall be paid to the Settlement Administrator within 15
17 months of service of notice of entry of the final approval order. If an appeal is
18 filed, the Gross Settlement Amount shall be paid to the Settlement Administrator
19 within sixty (60) days of the date the judgment is final and no longer subject to
20 appeal.

21 (r) Mailing of Settlement Payments: The Settlement Administrator shall cause the
22 Settlement Payments to be mailed to the Class Members within 14 calendar days of
23 the receipt of funding.

24 (s) Notice of Settlement: Each Class Member will be mailed a notice setting forth the
25 material terms of the proposed Settlement, along with instructions about how to
26 object or request exclusion from the proposed class action Settlement ("Notice").
27 For each Class Member, there will be pre-printed information on the mailed
28 Notice, based on Defendants' records, stating the Class Member's Covered

Workweeks during the Class Period and the estimated total Settlement Payment under the Settlement, including the Settlement Class Payment and the PAGA Settlement Payment that will be distributed irrespective of any exclusion request. The pre-printed information based on Defendants' records shall be presumed to be correct. A Class Member may dispute the pre-printed information on the Notice as to his or her Covered Workweeks during the Class Period. Class Members must submit any dispute regarding the information on the Notice as to his or her Covered Workweeks within the Response Deadline. Unless a disputing Class Member submits documentary evidence in support of his or her dispute, the records of the Defendants will be determinative.

(t) Settlement Notice Language: The Notice will issue in English and Spanish.

(u) Class Members Cannot Exclude Themselves from the Released PAGA Claims: Class Members submitting a Request for Exclusion will nevertheless receive their pro-rata share of the PAGA Settlement Payment. If the Court approves the compromise of the PAGA Claim, all Class Members are bound by the Court's resolution of that Claim. Plaintiffs shall serve a notice of settlement on the California Labor and Workforce Development Agency at or before the time Plaintiffs files the motion for preliminary approval.

(v) Resolution of Workweek Disputes: If a Class Member disputes the accuracy of Defendants' records used to calculate Covered Workweeks, and the Parties' counsel cannot resolve the dispute informally, the matter will be referred to the Settlement Administrator. The Settlement Administrator will review Defendants' records and any information or documents submitted by the Class Member and issue a non-appealable decision regarding the dispute. The Class Member must submit information or documents supporting his or her position to the Settlement Administrator prior to the expiration of the Response Deadline. Information or documents submitted after the expiration of the Response Deadline will not be considered by the Settlement Administrator, unless otherwise agreed to by the

Parties.

(w) Right of Class Member to Request Exclusion from the Settlement: Any Class Member may request to be excluded from the Class by mailing a “Request for Exclusion” from the Settlement within the Response Deadline, stating, their intent to be excluded from this settlement. Any Request for Exclusion must include the name, address, telephone number, last four digits of the Class Member’s Social Security Number, and the signature of the Class Member requesting exclusion. Any such request must be made in accordance with the terms of the Notice, and the Notice will advise Class Members of these requirements. Any Class Member who timely requests exclusion in compliance with these requirements (i) shall not have any rights under this Settlement other than a right to receive a pro-rata share of the portion of the PAGA payment allocated to the Class Members if the Class Member is also PAGA Employee; (ii) shall not be entitled to receive any Settlement Payments under this Settlement other than as stated in Paragraph 28(j) (“PAGA Payments”); and (iii) shall not be bound by this Settlement or the Court’s Order and Final Judgment other than as it applies to the PAGA Claim.

(x) Right of Settlement Class Member to Object to The Settlement: Any Class Member may object to the Settlement. To object, the Class Member may (1) appear at the Final Approval Hearing, remotely or in person, to explain any objection, (2) have an attorney object for the Class Member, or (3) submit a simple written brief or statement of objection to the Settlement Administrator. If any Class Member chooses to submit a written objection, the written objection should contain sufficient information to confirm the identity of the objector and the basis of the objection, including (1) the full name of the Settlement Class Member; (2) the signature of the Settlement Class Member; (3) the grounds for the objection; and (4) be postmarked within the Response Deadline to permit adequate time for processing and review by the Parties of the written statement or objection. Class Counsel shall ensure that any written objections are transmitted to the Court for the

1 Court's review (either by Class Counsel or as an attachment to declaration from the
2 Settlement Administrator). Regardless of the form, an objection alone will not
3 satisfy the requirement that a Settlement Class Member must either make a timely
4 complaint in intervention before final judgment or by file a motion to set aside and
5 vacate the class judgment under Code of Civil Procedure § 663 to have standing to
6 appeal entry of judgment approving this Settlement, as is required under the
7 California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal.
8 5th 260 (2018). A Class Member who does not object prior to or at the Final
9 Approval Hearing, will be deemed to have waived any objections and will be
10 foreclosed from making any objections (whether at the Final Approval Hearing, by
11 appeal, or otherwise) to the Settlement. If the objecting Class Member does not
12 formally intervene in the action or move to set aside any judgment and/or the Court
13 rejects the Class Member's objection, the Class Member will still be bound by the
14 terms of this Agreement. Class Counsel and Defendants' Counsel may, at least
15 five (5) calendar days (or some other number of days as the Court shall specify)
16 before the final approval hearing, file responses to any written objections submitted
17 to the Court.

18 **THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

19 29. Subject to the Court's approval, and subject to reconsideration by the Parties after a
20 competitive bidding process, the Parties have agreed to the appointment of Simpluris, Inc. to perform the
21 customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice, both in
22 English and Spanish, to the Class Members.

23 30. The Settlement Administrator will independently review the Covered Workweeks
24 attributed to each Class Member and will calculate the estimated amounts due to each Class Member and
25 the actual amounts due to each Settlement Class Member in accordance with this Settlement. The
26 Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The
27 Settlement Administrator shall be granted reasonable access to Defendants' records in order to perform its
28 duties.

32. The Settlement Administrator will post the final judgment approving the Settlement on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after the final judgment is entered. The address of that website will be included in the Notice.

33. In consideration for resolving this matter and in exchange for the release of all claims by the Class Members, including Plaintiffs, and subject to approval by the Court, Defendants will not object to Class Counsel's application for attorney's fees not to exceed 33 1/3% of the Gross Settlement Amount (\$766,66.66 of \$2,300,000.00) and litigation costs not to exceed \$40,000.00. The amounts 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 connection with the approval by the Court of this Settlement and administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount. The Parties agree that there is no prevailing party, and the Class and Class Counsel shall not be entitled to any fees or costs other than those awarded out of and deducted from the Gross Settlement Amount. As with the Settlement Payments to the Settlement Class, the attorney's fees and costs approved by the Court shall be distributed by the Settlement Administrator to Class Counsel, within 14 calendar days of the receipt of settlement funds by the Settlement Administrator. In the event that the Court awards less than 25% of the Gross Settlement Amount for attorney's fees, Class Counsel shall retain the right to appeal that portion of any Final Approval Order and Judgment.

THE NOTICE PROCESS

34. A Notice in approximately the form attached hereto as Exhibit “A,” and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice shall be translated into Spanish so that Spanish and English language versions of the Notice are included in the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

(a) Within 21 calendar days from the date of preliminary approval of this Settlement by the Court, Defendants shall provide to the Settlement Administrator a class database containing the following information for each Class Member: (1) name; (2) last known address; (3) social security number; and (5) dates of employment at Defendant’s locations in California. This database shall be based on Defendants’ payroll and other business records and shall be provided in a reasonable format to the Settlement Administrator. Defendants agree to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members’ addresses against those on file with the U.S. Postal Service’s National Change of Address List; this check will be performed only once per Class Member by the Settlement Administrator. Absent mutual written agreement of counsel for the Parties or Court order, the Settlement Administrator will keep this database confidential and secure and use it only for the purposes described herein, and will return this database to Defendants upon final approval of the settlement or destroy electronic records containing the database after the Settlement is final and all payments are distributed as required under this Agreement.

(b) Within 14 calendar days after the Class database is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices to the Class Members by First Class United States mail.

(c) Notices returned to the Settlement Administrator as non-deliverable on or before

the initial Response Deadline shall be resent to the forwarding address, if any, on the returned envelope. A returned Notice will be forwarded by the Settlement Administrator any time that a forwarding address is provided with the returned mail. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Class Member's social security number or other information. In any instance where a Notice is re-mailed, that Class Member will have until the extended Response Deadline as described above. A letter prepared by the Settlement Administrator will be included in the re-mailed Notice in that instance, stating the extended Response Deadline. Upon completion of these steps by the Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Member. The affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.

(d) Class Counsel shall provide to the Court, at least five calendar days prior to the final approval hearing, or such other date as set by the Court, a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

35. As set forth above, each Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

36. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will

1 automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member
2 within that time, and the Class Member's relevant claims will remain released by the Settlement.
3 Settlement Payment checks which have expired will not be reissued.

4 37. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void
5 date, shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of
6 each Class Member who failed to cash their Settlement Payment check prior to the void date.

7 38. Upon completion of its calculation of Settlement Payments, the Settlement Administrator
8 shall provide Class Counsel and Defendants' Counsel with a report listing the amounts of all payments to
9 be made to Class Members (to be identified anonymously by employee number or other identifier). A
10 Declaration attesting to completion of all payment obligations will be provided to Class Counsel and
11 Defendants' Counsel and filed with the Court by Class Counsel.

12 **RELEASE BY THE CLASS AND PAGA EMPLOYEES**

13 39. Upon the final approval by the Court of this Settlement and Defendants' payment of all
14 sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this
15 Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid
16 and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee,
17 regardless of whether they have requested exclusion from the Settlement of Class claims, will release
18 claims as follows:

- 19 (a) **Identity of Released Parties.** The released parties are Defendants, and each of
20 its/their former and present direct and/or indirect owners, dba's, affiliates, parents,
21 subsidiaries, brother and sister corporations, divisions, related companies,
22 successors and predecessors, and current and former employees, attorneys, officers,
23 directors, shareholders, owners, trustees, fiduciaries, beneficiaries, subrogees,
24 executors, partners, privies, agents, servants, insurers, representatives,
25 administrators, employee benefit plans, and assigns of said entities (including, but
26 not limited to Mondo Farms, LLC; Joel Ippolito Family Trust; David Ippolito
27 Family Trust; QVF, Inc.; QV Air, LLC; Growers Street Cooling, LLC; QV
28 Properties, LLC; JR California, LLC; Queen Victoria Farms, LP; Coastal View

Farms, LLC; and Merrill Farms, LLC) (collectively “Releasees”).

(b) **Date Release Becomes Active.** The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement’s Effective Date, or (2) the satisfaction of Defendants’ obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendants have paid all amounts owing under the Settlement.

(c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys’ fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3 , 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, 2802 derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order (“Released Claims”).

(d) **Claims Released by the Class, Including PAGA Employees.** All Class Members, including all PAGA Employees, release the Released PAGA Claims, regardless of whether they have requested exclusion from the Settlement as to

Class claims.

EMPLOYMENT BY DEFENDANTS

40. Employment of Plaintiffs by Defendants is not consideration for, or a condition of, this Settlement.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

41. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiffs' unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney's fees and costs, and the Class Representative's service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class;
- (c) Approving as to form and content the proposed Notice;
- (d) Directing the mailing of the Notice;
- (e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;
- (f) Conditionally appointing Plaintiffs and Class Counsel as representatives of the proposed Class Members; and,
- (g) Appointing Simpluris, Inc. as the Settlement Administrator, and order the Settlement Administrator to issue Notices as outlined above.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

42. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendants' Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and

- adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the Service Payment to the Class Representatives;
- (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- (e) Adjudging Plaintiffs and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement;
- (f) Entering a final judgment in the action;
- (g) Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirms that the State's claims for civil penalties pursuant to PAGA are also extinguished;
- (h) Directing the posting of the final judgment on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after entry of final judgment.

NULLIFICATION AND TERMINATION

43. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Service Payments; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

44. If 10% or more of the Class Members opt out of this Settlement, then Defendants in their sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendants' Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph,

1 Defendants' Counsel must give Plaintiffs' Counsel written notice, by facsimile, e-mail, or mail, no later
2 than 14 calendar days after the Response Deadline. If this option is exercised by Defendants, Defendants
3 shall be solely responsible for the costs incurred by the Settlement Administrator for the settlement
4 administration.

5 45. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement
6 shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or
7 proceedings shall have any force or effect and no Party shall be bound by any of its terms, and (iii) all
8 Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been
9 neither entered into nor filed with the Court.

10 **PARTIES' AUTHORITY**

11 46. The signatories hereto hereby represent that they are fully authorized to enter into this
12 Settlement and bind the Parties hereto to the terms and conditions thereof.

13 **MUTUAL FULL COOPERATION**

14 47. The Parties agree to fully cooperate with each other to accomplish the terms of this
15 Settlement including, but not limited to, execution of such documents and taking such other action as
16 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
17 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that
18 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set
19 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
20 assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps to secure the
21 Court's preliminary and final approval of this Settlement.

22 **NO PRIOR ASSIGNMENTS**

23 48. The Parties and their respective counsel represent, covenant, and warrant that they have not
24 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
25 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
26 released and discharged except as set forth herein, and that they are not on notice of any liens as to the
27 Gross Settlement Amount or any right to attorneys' fees or costs.

NO ADMISSION OF LIABILITY

49. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Defendants deny all the claims and contentions alleged by the Plaintiffs in this case. The Defendants have entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

50. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

51. 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 by United States registered or certified mail, return receipt requested, addressed as follows:

Class Counsel:

Kane Moon
Allen Feghali
Edwin Kamarzarian
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kane.moon@moonyanglaw.com
allen.feghali@moonyanglaw.com
edwin.kamarzarian@moonyanglaw.com

Counsel for Defendants:

Elizabeth R. Leitzinger
eleitzinger@fentonkeller.com
FENTON & KELLER, APC
PO Box 791
Monterey, CA 93942-0791
Telephone: (831) 373-1241
Facsimile: (831) 373-7219

B. James Fitzpatrick
bjfitzpatrick@fandslegal.com
FITZPATRICK & SWANSTON
555 South Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

CONSTRUCTION

52. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, including but not limited to an all day mediation with Steve Rottman, and this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS

53. 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 Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

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

INTEGRATION CLAUSE

55. This Settlement contains 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.

WAIVER OF APPEALS

56. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees in the event that the Court awards less than twenty-five percent of the Gross Settlement Amount as attorney's fees.

BINDING ON ASSIGNS

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

CLASS COUNSEL SIGNATORIES

58. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement. The Notice will advise all Class Members of the binding nature of the Released Claims and Released PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed by each member of the Class.

COUNTERPARTS

59. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

FINAL JUDGMENT

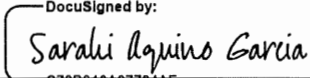
60. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiffs and Defendants as set forth below:

IT IS SO STIPULATED.

Plaintiffs & Class Representatives:

Dated: 11/8/2022

By: 
C73B310A97784AF...
Sarahi Aquino Garcia

11-09-22
Dated:

By: JUAN R. TORRES
Juan Reyes

Approved as to Form:

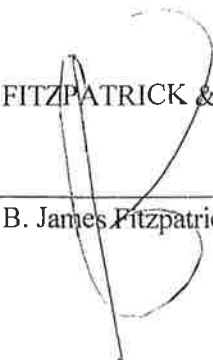
Dated: 11/8/2022

MOON & YANG, APC

By: _____
Kane Moon
Allen Feghali
Edwin Kamarzarian

1 Dated: 11/9/2022

FITZPATRICK & SWANSTON

2
3 By: 
4 B. James Fitzpatrick

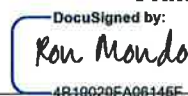
5
6 **Defendants:**

7 Dated: 11/14/2022

8 LLC
COAST KING PACKING, INC.

9 By: Ron Mondo

10 Print Name

11 
4B19020FA08146F

12 Signature

13 Manager

14 Title

15 Dated: 11/14/2022

16 IPPOLITO INTERNATIONAL, L.P.

17 QVF, Inc., a California corporation,
Its General Partner

18 By:

19 Print Name

20 
8B162BEE93E5405

21 Signature

22 Joel Ippolito, President

23 Title

24 **Approved as to Form:**

25 Dated: 11/16/22

26 FENTON & KELLER, APC

27 By: 
28 Elizabeth R. Leitzinger

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Aquino, et al. v. Coast King Packing, LLC
Monterey Superior Court Case No. 21CV002448

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY COAST KING PACKING, LLC AND/OR IPPOLITO INTERNATIONAL L.P. (“DEFENDANTS”) IN CALIFORNIA AS AN HOURLY-PAID EMPLOYEE AT ANY TIME BETWEEN AUGUST 2, 2017 THROUGH SEPTEMBER 7, 2022, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Aquino, et al. v. Coast King Packing, LLC*, Case No. 21CV002448, which consolidates both class action lawsuits of *Aquino, et al. v. Coast King Packing, LLC*, Superior Court of Monterey County Case No. 21CV002448, and *Juan Reyes, et al. v. Coast King Packing, LLC and Ippolito International, L.P., et al.*, Superior Court of Monterey County Case No. 22CV000042 (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement will be held on <<**FA Date and Time**>> in Department 15 of the Monterey County Superior Court, Monterey Courthouse, 1200 Aguajito Road, Monterey, CA 93940, to determine whether the Settlement is fair, adequate and reasonable. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendants for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: << RESPONSE DATE >>	You have the option to pursue separate legal action against Defendants about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by submitting a written Request to be Excluded. As a result, you will not receive any benefits under the Settlement.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: << RESPONSE DATE >>	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request to be Excluded if you wish to object. <i>Written</i> objections must be submitted by << RESPONSE DATE >>.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All non-exempt employees of Defendants who worked for Defendants in California during the Class Period (the “Class Period” is August 2, 2017 through September 7, 2022).

According to Defendants' records, you are a member of the Class ("Class Member").

What is this case about?

In the Action, Plaintiffs Sarahi Aquino Garcia and Juan Reyes ("Plaintiffs") allege on behalf of themselves and the Class that Defendants: (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to reimburse necessary business expenses; (6) failed to timely pay all wages to terminated employees; (7) failed to furnish accurate itemized wage statements; (8) violated California's Unfair Competition Law, California Business and Professions Code section 17200 et seq.; and (9) violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] ("PAGA"). Plaintiffs seek unpaid wages, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and costs.

Defendants deny all liability and are confident that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiffs and Defendants (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendants.

The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Kane Moon
Allen Feghali
Edwin Kamarzarian
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kane.moon@moonyanglaw.com
allen.feghali@moonyanglaw.com
edwin.kamarzarian@moonyanglaw.com

Defendants' Counsel

Elizabeth R. Leitzinger
eleitzinger@fentonkeller.com
FENTON & KELLER, APC
PO Box 791
Monterey, CA 93942-0791
Telephone: (831) 373-1241
Facsimile: (831) 373-7219

B. James Fitzpatrick
Alison L. Baker
FITZPATRICK & SWANSTON
555 South Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
bjfitzpatrick@fandslegal.com
abaker@fandslegal.com

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$2,300,000.00 (the "Gross Settlement Amount") for: (a) individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Payments to Plaintiffs (\$10,000.00 to be requested for each Plaintiff for a total of \$20,000.00); (c) the Court-approved attorneys' fees and costs to Class Counsel (up to \$766,666.66 in fees and up to \$40,000.00 in costs to be requested); (d) payment to the Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties (\$150,000.00 of a total of \$200,000.00 allocated to PAGA penalties); and (e) proposed payment to the Settlement Administrator for settlement administration services (up to an estimated maximum of \$55,000.00).

Individual Settlement Payments. After deduction from the Gross Settlement Amount for attorneys' fees and costs, the Class Representative Service Payments to Plaintiffs, the payment to the LWDA, and settlement administration costs, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendants will make an individual Settlement Payment to each Class Member who does not request to be excluded from the Settlement ("Settlement Class Members").

The Net Settlement Amount shall be divided among all Settlement Class Members on a pro rata basis based upon the total number of workweeks worked by each respective Settlement Class Member as a non-exempt hourly employee in the State of California during the Class Period. Your estimated individual Settlement Payment is listed below.

Your estimated minimum settlement payment is <<Estimated Payment>> and your covered Work Weeks worked during the relevant period between August 2, 2017 through September 7, 2022 are <<Work Weeks>>. To the extent you dispute the number of Work Weeks, you must make your dispute ("Work Week Dispute") in writing and send it to the Settlement Administrator via fax or mail. Your Work Week Dispute must be postmarked or faxed no later than <<+60 days from date of mailing>> (the "Response Deadline") to:

Simpluris, Inc. <<mailing address>>

Your Work Week Dispute must be in writing and contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of Work Weeks you contend is correct; and (c) any evidence supporting your contention. Defendants' records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Work Week Disputes, and its decisions will be final and non-appealable. **REMINDER:** If you believe your estimated individual Settlement Amount is incorrect because your Work Weeks (the number of total weeks you worked within the Class Period only) are wrong, the deadline to dispute the workweeks reported for you is <<RESPONSE DATE>>.

For tax reporting purposes, the payments to Settlement Class Members will be allocated 20% as wages and 80% as penalties and interest, excluding the \$50,000 in PAGA Settlement Payments, which will be allocated as 100% penalties. The wage portion of the individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Settlement Payments. The portion of the Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of Settlement Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendants.

All checks for individual Settlement Payments paid to Settlement Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a participating Class Member within that time. Any individual Settlement Payment that is not cashed by a Settlement Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each check recipient who failed to cash their check prior to the void date. The Settlement Administrator shall void any tax documents issued to Settlement Class Members who did not cash their checks within 180 days of issuance. In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Calculation of Individual PAGA Settlement Payments. The PAGA Allocation (a total of \$200,000) will be distributed to the California Labor and Workforce Development Agency ("LWDA") and to the PAGA Employees. In accordance with California law, 75 percent of the PAGA Allocation (or \$150,000) will be paid to the LWDA and the remaining 25 percent of the PAGA Allocation (or \$50,000) will be paid to the PAGA Employees on a pro-rata basis (the "Individual PAGA Settlement Payments") based on the number of pay periods each PAGA Employee worked for Defendant in California during the PAGA Period ("PAGA Period" means the period between August 2, 2020 through September 7, 2022). Your estimated individual pay periods during the PAGA Period and estimated PAGA Settlement Payment are listed below:

You worked a total of <<PAGA Pay Periods>> workweeks in California during the PAGA Period. Based on your pay periods during the PAGA Period, your estimated PAGA Settlement Payment is approximately \$<<Est PAGA Settlement Payment>>.

Each PAGA Settlement Payment will be allocated as 100 percent miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC. Any taxes owed on the PAGA Settlement Payment will be the responsibility of the PAGA Employee receiving these payment. You will receive this payment and release claims under PAGA even if you request exclusion from the settlement.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Awards, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$766,666.66 (33 1/3% of the Gross Settlement Amount) and reimbursement of reasonable costs incurred in the Action not to exceed \$40,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payments of \$10,000 for each Plaintiff for their efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$50,000.00. A proposed payment in the amount of \$50,000.00 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$150,000 set aside for payment under PAGA.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) **Identity of Released Parties.** The released parties are Defendants, and each of its/their former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities (collectively "Releasees").

(b) **Date Release Becomes Active.** The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendants' obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, **and** Defendants have paid all amounts owing under the Settlement.

(c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, unreimbursed business expenses, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, 2802 derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order ("Released Claims").

d) **Claims Released by the Class, Including PAGA Employees.** All Class Members, including all PAGA Employees, release the Released PAGA Claims, regardless of whether they have requested exclusion from the Settlement as to Class claims.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object to it or express any concerns. To object, you may appear in person at the Final Approval Hearing, have an attorney object for you, or submit a written brief or statement of objection (“written objection”) to the Settlement Administrator at Phoenix Settlement Administrators <<address>>. If you submit a written objection, it should contain sufficient information to confirm the your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; and (4) be postmarked on or before <<Response Deadline>> and returned to the Settlement Administrator at the address listed above to ensure that it is received in time to be transmitted to and considered by the Court. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the final approval hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Settlement Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection, alone will not satisfy the requirement that a Settlement Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Settlement and Receive No Money from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement to the Settlement Administrator at Phoenix Settlement Administrators <<address>>. In order to be valid, your written request to be excluded from the Settlement must be signed and include your name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement), along with a statement like the following:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE *AQUINO V. COAST KING PACKING, INC.*, CLASS ACTION LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OTHER THAN MY SHARE OF THE PAGA PAYMENT.”

Your written request to be excluded from the Settlement must then be signed and postmarked on or before <<Response Deadline>>. If you do not submit a written request to be excluded from the Settlement on time (as evidenced by the postmark), your written request to be excluded from the Settlement will be rejected, you will be deemed a participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written request to be excluded from the Settlement by the deadline to request exclusion, you will have no further role in the Action. **You will not be entitled to any benefit, including money,** as a result of the Action and Settlement, except to the extent that you recovered to receive a portion of the penalties provided for under PAGA. You will not be able to complain to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Class Representative Service Payments to Plaintiffs, the settlement administration costs, and the payment to the LWDA for PAGA penalties on <<FA Date and Time>> in Department 15 of the Monterey County Superior Court,

Monterey Courthouse, 1200 Aguajito Road, Monterey, CA 93940. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be mailed to you and will be available at: <<CASE WEBSITE>>.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action Settlement attached to the Declaration in Support of Plaintiff's Motion for Preliminary Approval. The Joint Stipulation of Class Action Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Monterey County Superior Court. Because of the Monterey Superior Court's COVID-19 pandemic procedures, in order to view documents filed in the lawsuit, Class Members may be required to make an appointment with the Court to view documents. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above. You can also obtain further information regarding this action and this settlement at: <<CASE WEBSITE>>.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.