

Grant Joseph Savoy (Bar No. 284077)
grant@soloukisavoy.com
Shoham J. Solouki (Bar No. 278538)
shoham@soloukisavoy.com
SOLOUKI | SAVOY, LLP
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012
Telephone: (213) 814-4940

Attorneys for Plaintiff URIEL VAZQUEZ
CABRERA and other Class Members Similarly
Situated

Scott L. Metzger (Bar No. 89718)
metzger@dmwplc.com
Anne K. Wilson (Bar No. 283341)
wilson@dmwplc.com
DUCKOR METZGER & WYNNE,
A Professional Law Corporation
101 West Broadway, Suite 1700
San Diego, California 92101
(619) 209-3000; (619) 209-3043 fax

Attorneys for Defendants
WISH FARMS CA, LLC
and GARY WISHNATZKI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY – COMPLEX DIVISION

URIEL VAZQUEZ CABRERA, individual
and class representative on behalf of
himself and all other similarly situated non-
exempt former and current employees,

Plaintiffs,

v.

WISH FARMS CA, LLC, a Florida
Limited Liability Company; GARY
WISHNATZKI, an individual; and DOES
1 through 100, inclusive,

Defendants.

CASE NOS.: 21CV002491 & 21CV003861
(CONSOLIDATED FOR ALL PURPOSES)

COMPLEX CASE

**CLASS ACTION AND REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE OF
CLAIMS**

Dept.: 14
Judge: Hon. Carrie M. Panetta

21CV002491 Filed: August 4, 2021
21CV003861 Filed: December 14, 2021

Plaintiff URIEL VAZQUEZ CABRERA, individually and on behalf of the Settlement
Class, on the one hand, and Defendant WISH FARMS CA, LLC, on the other hand, hereby enter
into this Class Action and Representative Action Settlement Agreement and Release of Claims
("Agreement") as follows:

1 **I. DEFINITIONS**

2 For ease of reference, this section defines some, but not all, of the terms in this
3 Agreement. Unless otherwise defined, the following terms used in this Agreement shall have the
4 meanings set forth below:

5 A. **“Action”** shall mean the consolidated civil actions entitled *Cabrera v. Wish Farms*
6 *CA, LLC et al.*, Monterey Superior Court Case Nos. 21CV002491 and 21CV003861.

7 B. **“Agreement”** or **“Settlement”** shall mean this Class Action and Representative
8 Action Settlement Agreement and Release of Claims.

9 C. **“Class Counsel”** shall mean Shoham J. Solouki, Esq., and Grant Joseph Savoy,
10 Esq., of Solouki Savoy, LLP.

11 D. **“Class Data”** shall mean each Class Member’s identifying information in
12 Defendant’s possession including the Class Member’s name, last-known mailing address, Social
13 Security number, and number of Workweeks and PAGA Pay Periods.

14 E. **“Class Members,” “Settlement Class,”** or **“Settlement Class Members”** shall
15 mean all current and former non-exempt, hourly-paid employees who worked in for Defendant in
16 California at any time during the Class Period, who have not previously released the Class
17 Released Claims.

18 F. **“Class Notice”** shall mean the notice of Settlement to be distributed to Settlement
19 Class Members and PAGA Settlement Members as set forth in section VI(B) of this Agreement.

20 G. **“Class Period”** shall mean the period from August 4, 2017 through the
21 Preliminary Approval Date.

22 H. **“Class Released Claims”** means those claims set forth in detail in section V(A) of
23 this Agreement.

24 I. **“Court”** shall mean the Superior Court of California, County of Monterrey.

25 J. **“Defendant”** shall mean Defendants Wish Farms CA, LLC.

26 K. **“Defense Counsel”** shall mean Scott L. Metzger, Esq., and Anne K. Wilson, Esq.,
27 of Duckor Metzger & Wynne, a Professional Law Corporation.

28 ///

1 L. **“Effective Date”** of the Settlement shall refer to the date by when both of the
2 following have occurred: (1) the Court enters a Judgment on its Order Granting Final Approval of
3 the Settlement; and (2) the Judgment is final. The Judgment is final as of the latest of the
4 following occurrences: (1) if no Participating Class Member objects to the Settlement, the day the
5 Court enters Judgment; (2) if one or more Participating Class Members objects to the Settlement,
6 the day after the deadline for filing a notice of appeal from the Judgment; or (3) if a timely appeal
7 from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a
8 remittitur.

9 M. **“Employer Taxes”** means the applicable employer-funded payroll taxes
10 attributable to the wage portions of the Individual Settlement Payments under the Federal
11 Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and
12 federal taxes and contributions required of employers, such as for unemployment insurance.

13 N. **“Final Approval”** means the Court’s order granting final approval of the
14 Settlement.

15 O. **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final
16 Approval of the Settlement.

17 P. **“Gross Settlement Amount”** means a non-reversionary fund in the sum of nine
18 hundred thousand dollars (\$900,000), which shall be paid by Defendant, from which all payments
19 for the Individual Class Payments, PAGA Settlement Payments, the Court-approved amounts for
20 attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement
21 Administration Costs, Service Award to Plaintiff, and the LWDA Payment, including interest and
22 certain taxes. The Gross Settlement Amount expressly excludes Employer Taxes, which shall be
23 paid by Defendant separately.

24 Q. **“Individual Class Payment”** means a payment to a Participating Class Member’s
25 pro rata share of the Net Settlement Amount if the Participating Class Member does not submit a
26 timely and valid Request for Exclusion (excluding any PAGA Payment to which the Participating
27 Class Member may be entitled if also a PAGA Settlement Member). The Individual Class
28 Payment shall be calculated according to the number of Workweeks worked by the Participating

1 Class Member during the Class Period.

2 R. **“Individual PAGA Payment”** means the PAGA Settlement Member’s pro rata
3 share of the twenty-five (25%) of PAGA Penalties calculated according to the number of Pay
4 Periods worked by during the PAGA Period.

5 S. **“Judgment”** means the judgment entered by the Court based upon the Final
6 Approval.

7 T. **“LWDA”** refers to the California Labor and Workforce Development Agency.

8 U. **“LWDA Payment”** means the payment to the LWDA for its seventy-five percent
9 (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid
10 from the Gross Settlement Amount. The Parties have agreed that ninety thousand dollars
11 (\$90,000) shall be allocated toward PAGA penalties (i.e., the “PAGA Payment”), of which sixty-
12 seven thousand five hundred dollars (\$67,500) will be paid to the LWDA (i.e., the LWDA
13 Payment) and twenty-two thousand five hundred dollars (\$22,500) will remain a part of the Net
14 Settlement Amount for payment to PAGA Settlement Members on a pro rata basis.

15 V. **“Net Settlement Amount”** shall mean the portion of the Gross Settlement
16 Amount that is available for distribution to Participating Class Members and, as applicable,
17 PAGA Settlement Members, after deductions for the Court-approved allocations for Settlement
18 Administration Costs, a Service Award to Plaintiff, an award of attorneys’ fees, reimbursement of
19 litigation costs and expenses to Class Counsel, and the LWDA Payment.

20 W. **“Non-Participating Class Member”** shall mean any Class Member who opts out
21 of the Settlement by sending a timely and valid Request for Exclusion to the Settlement
22 Administrator pursuant to section VI(E) of this Agreement.

23 X. **“Objection”** means a Class Member’s written objection to the Settlement pursuant
24 to section VI(D) of this Agreement.

25 Y. **“PAGA”** refers to the California Private Attorneys General Act of 2004 (Cal. Lab
26 Code §§ 2698 *et seq.*).

27 Z. **“PAGA Pay Period”** shall mean any pay period during which a PAGA Settlement
28 Member worked for Defendant for at least one day during the PAGA Period.

1 AA. **“PAGA Period”** shall mean July 29, 2020 through the date of Preliminary
2 Approval. If a PAGA Settlement Member disputes his or her Individual PAGA Payment
3 calculation, it shall be deemed a “Pay Period Dispute.”

4 BB. **“PAGA Released Claims”** shall mean those claims set forth in detail in section
5 V(B) of this Agreement.

6 CC. **“PAGA Settlement Members”** shall mean all nonexempt employees performing
7 work for Defendant during the PAGA Period and against whom one or more violations are
8 alleged to have been committed, who have not previously released their claims under PAGA.

9 DD. **“Plaintiff”** shall mean Plaintiff Uriel Vazquez Cabrera, individually and on behalf
10 of the Settlement Class and in his capacity as a representative of the State of California on behalf
11 of other allegedly “aggrieved” employees.

12 EE. **“Plaintiff’s Released Claims”** shall mean those claims set forth in detail in
13 section V(C) and (D) of this Agreement.

14 FF. **“Participating Class Members”** shall mean all Settlement Class Members who
15 do not submit a timely and valid Request for Exclusion.

16 GG. **“Parties”** collectively refers to Plaintiff and Defendant.

17 HH. **“Preliminary Approval Date”** shall mean the date on which the Court enters an
18 Order granting preliminary approval of the Settlement.

19 II. **“Released Parties”** shall mean Defendant, former defendant Gary Wishnatzki,
20 and all of Defendant’s past, present, and future respective affiliates, parents, subsidiaries,
21 predecessors, successors, divisions, joint ventures, and assigns, and each of these entities’ past or
22 present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers,
23 re-insurers, shareholders, attorneys, accountants, auditors, advisors, consultants, labor contractors,
24 pension and welfare benefit plans, plan fiduciaries, administrators, trustees, and personal or legal
25 representatives.

26 JJ. **“Response Deadline”** shall mean the deadline for Settlement Class Members to
27 mail any Requests for Exclusion, Objections, or Workweek Disputes or PAGA Settlement
28 Members who mail a PAGA Pay Period Dispute to the Settlement Administrator, which is forty-

1 five (45) calendar days from the date that the Class Notice is first mailed, in English and Spanish,
2 by the Settlement Administrator. The date of the postmark shall be the exclusive means for
3 determining whether a Request for Exclusion, Objection, or Workweek/PAGA Pay Period
4 Dispute was submitted by the Response Deadline. If a Class Notice is re-mailed, the Class
5 Member/PAGA Settlement Member shall have fifteen (15) calendar days from the re-mailing, or
6 forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to
7 postmark a Request for Exclusion or Objection.

8 KK. **“Request for Exclusion”** refers to a written request to be excluded from the
9 Settlement Class pursuant to section VI(E) of this Agreement.

10 LL. **“Service Award”** shall mean the monetary amount to be paid to Plaintiff of up to
11 ten thousand dollars (\$10,000), which, subject to Court approval, will be paid out of the Gross
12 Settlement Amount.

13 MM. **“Settlement Administration Costs”** shall mean all reasonable costs incurred by
14 the Settlement Administrator in administration of the Settlement as set forth in section VII(E) of
15 this Agreement.

16 NN. **“Settlement Administrator”** shall mean Phoenix Class Action Administration
17 Solutions, a qualified, third-party settlement administrator agreed to by the Parties to administer
18 the terms of the Settlement and approved by the Court.

19 OO. **“Wish Farms”** shall mean Defendant Wish Farms CA, LLC.

20 PP. **“Wishnatzki”** shall mean former Defendant Gary Wishnatzki, who was dismissed
21 from the Action without prejudice on September 20, 2024. Wishnatzki is, and at all times during
22 the Action has been, the manager of Wish Farms CA, LLC and the owner and manager of Wish
23 Farms, LLC, which in turn is the sole member of Wish Farms CA, LLC.

24 QQ. **“Workweeks”** shall mean the number of workweeks that a Settlement Class
25 Member was employed by Defendant in a non-exempt, hourly position during the Class Period.
26 If a Settlement Class Member disputes his or her Individual Class Payment calculation, it shall be
27 termed a “Workweek Dispute.”

28 ///

1 **II. RECITALS**

2 A. On August 4, 2021, Plaintiff filed a putative class action against Defendant Wish
3 Farms and Wishnatzki in the above-captioned Court (hereafter, the “Class Action”). The Class
4 Action asserts class claims for: (1) failure to provide meal periods (Lab. Code, §§ 226.7, 510,
5 512, 1194, and 1197, and IWC Wage Order Nos. 8, 13, and 14, § 11); (2) failure to provide rest
6 and recovery periods (Lab. Code, §§ 226.7 and 512 and IWC Wage Order Nos. 8, 13, and 14, §
7 12); (3) failure to pay overtime wages (Lab. Code, §§ 200, 203, 226, 510, 558, 1194, and 1197.1,
8 and IWC Wage Order Nos. 8, 13, and 14, § 3); (4) failure to pay minimum wages (Lab. Code, §§
9 200, 203, 226, 558, 1194, and 1197.1, and IWC Wage Order Nos. 8, 13, and 14, § 4); (5) failure
10 to timely pay wages (Lab. Code, §§ 200, 204, 210, 226, 558, 1194, and 1197.1); (6) failure to pay
11 all wages due to discharged and quitting employees (Lab. Code, §§ 201-203 and 1194); (7) failure
12 to maintain required records (Lab. Code, §§ 226, 226.3, 1174, and 1174.5, and IWC Wage Order
13 Nos. 8, 13, and 14, §7); (8) failure to furnish accurate itemized wage statements (Lab. Code, §§
14 226, 226.3, and 1174.5, and IWC Wage Order Nos. 8, 13, and 14, §7); (9) failure to indemnify
15 employees for necessary expenses incurred in discharge of duties (Lab. Code, § 2802); and (10)
16 unfair and unlawful business practices in violation of Business and Professions Code § 17200 *et*
17 *seq.* The Class Action sought to hold Wishnatzki liable under Labor Code § 558.1, which permits
18 an individual to be held responsible for certain Labor Code violations under limited
19 circumstances when the individual directly “caused” the alleged violations.

20 B. On July 29, 2021, Plaintiff submitted notice of his PAGA claims against
21 Defendant to the LWDA and Defendant (“PAGA Notice”). The PAGA Notice alleged violations
22 of the following sections of the Labor Code: 201-203, 226, 226.2, 204, 226.3, 226.7, 403, 404,
23 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2699 *et seq.* On December
24 14, 2021, after the expiration of the statutory period for the LWDA to assume jurisdiction of the
25 PAGA claims, Plaintiff filed a second representative action against Defendant Wish Farms and
26 Wishnatzki for civil penalties under PAGA (the “PAGA Action”). The PAGA Action alleged a
27 single cause of action for penalties under PAGA based on violations of Labor Code §§ 200-204,
28 226, 226.3,

1 226.7, 226.8, 350, 351, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1198.5, and
2 2802, and the applicable IWC Wage Orders.

3 C. Both cases were assigned to the Hon. Carrie M. Panetta of the Monterrey Superior
4 Court, who ordered the Class Action and PAGA Action (collectively, the “Action”) consolidated
5 for all purposes on May 7, 2022.

6 D. Defendant denied, and still denies, the allegations in the Action, including, but not
7 limited to, any violations of the Labor Code or applicable Wage Order, or any other wage and
8 hour violation. Defendant also denies undertaking any unlawful action, denies any liability, and
9 disputes Plaintiff’s right to recover in this Action.

10 E. The Parties engaged in discovery concerning Plaintiff’s adequacy as a class
11 representative and representative under PAGA. As part of discovery, Class Counsel was
12 provided with, among other things: (1) the number of Workweeks and putative Class Members
13 from on or around December 24, 2018 (when Wish Farms began operations) to December 7,
14 2023; (2) the number of Pay Periods and PAGA Settlement Members from on or around July 26,
15 2020 (the beginning of the PAGA Period) to December 7, 2023; (3) a sampling of time records
16 and pay records for ten percent (10%) of the Class Period; (4) Wish Farms Employee Handbooks
17 and personnel in effect during the putative class period (in English and Spanish); (5) Plaintiff’s
18 personnel records; and (6) Plaintiffs’ time and payroll records. Plaintiff’s deposition was taken in
19 two full-day sessions. Plaintiff deposed Wish Farms’ Vice President of Operations, the Santa
20 Maria Office Manager, and a Ranch Supervisor and Field Representative from Santa Maria who
21 worked with Plaintiff.

22 F. On April 9, 2024, the Parties participated in a full-day mediation before Michael
23 A. Strauss, Esq., an experienced mediator who litigated complex labor and employment disputes
24 prior to becoming a mediator and arbitrator. With the aid of the mediator’s evaluation,
25 approximately ten (10) months of subsequent negotiations, the Parties reached an agreement to
26 resolve the Action on a class basis.

27 G. On September 20, 2024, the Court granted Plaintiff’s request for voluntary
28 dismissal of Wishnatzki from the Class Action, without prejudice, and the PAGA Action, with

1 prejudice. This Order was based on a tolling agreement entered into by the Parties providing for
2 the same based on Defendant's representations and discovery efforts demonstrating that
3 Wishnatzki did not exercise control over, or participate in, the daily business activities of Wish
4 Farms, nor was he involved in setting daily work schedules or assignments for the putative class.

5 H. Class Counsel has conducted significant investigation of the law and facts relating
6 to the claims asserted in the Action, and has concluded that the Settlement set forth herein is fair,
7 reasonable, adequate, and in the best interests of the Settlement Class Members and PAGA
8 Settlement Members, taking into account the sharply contested issues involved, the expense and
9 time necessary to litigate the Action through trial and any appeals, the risks and costs of further
10 litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation,
11 the information learned through informal discovery regarding Plaintiff's allegations, and the
12 substantial benefit to be received by the Settlement Class Members and the PAGA Settlement
13 Members.

14 I. Defendant has concluded that, in light of the substantial expense of defending
15 against the Action, the length of time necessary to resolve the issues presented therein, the
16 inconvenience involved, and the concomitant disruption to business operations it is in
17 Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the
18 allegations and claims asserted against it in the Action. Nevertheless, Defendant desires to settle
19 the Action for the purpose of avoiding the burden, expense, and uncertainty of continuing
20 litigation, and for the purpose of putting to rest the controversies engendered by the Action.

21 J. This Agreement is intended to effectuate the full, final, and complete resolution of
22 all Released Claims of Plaintiffs, PAGA Settlement Members, and Participating Class Members.
23 This Settlement contemplates that the Final Approval and Judgment shall have a res judicata
24 effect.

25 **III. STIPULATION OF CLASS CERTIFICATION FOR SETTLEMENT ONLY**

26 A. The Parties stipulate to the certification of the Settlement Class under this
27 Agreement, for purposes of settlement only and for no other purpose, with Defendant maintaining
28 unimpaired all of its defenses to class certification for all other purposes. Defendant contends

1 that the facts do not justify class, collective, or representative treatment under the governing legal
2 standards. For purposes of settling the Action only, the Parties conditionally have agreed that the
3 requirements for establishing class certification have been met with respect to the Settlement
4 Class.

5 B. If the Court does not grant either preliminary or Final Approval, the fact that the
6 Parties were willing to stipulate to class certification for the purposes of this Agreement shall not
7 have any bearing on, or be admissible in connection with, the issue of whether any class should
8 be certified in a non-settlement context. It is not, and it should not be construed as, any admission
9 of fact or law in this Action or any other matter that class, collective, or representative treatment
10 is appropriate. If the Effective Date, as defined herein, does not occur, this Agreement will be
11 deemed null and void, will be of no force or effect whatsoever, will not be referred to or used for
12 any purpose whatsoever, and Defendant will retain the right to challenge the propriety of class
13 certification or to affirmatively move to deny class certification, for any purpose.

14 **IV. COURT APPROVAL OF SETTLEMENT**

15 **A. Motion for Preliminary Approval**

16 1. Plaintiff will file a Motion for Preliminary Approval of Settlement, asking
17 the Court to: (a) conditionally certify the Settlement Class for settlement purposes only; (b)
18 approve and direct the mailing of the proposed Notice of Class Action Settlement (the “Class
19 Notice”); and (c) approve the deadlines proposed by the Parties for the submission of Requests
20 for Exclusion, Objections, Workweek Disputes, and PAGA Pay Period Disputes, the papers in
21 support of Final Approval of the Settlement, and any responses to Objections or opposition papers
22 to the Motion for Final Approval.

23 2. Defendant and Defense Counsel will cooperate with Class Counsel as
24 reasonably necessary in Class Counsel’s preparation of the Motion for Preliminary Approval of
25 Settlement. Plaintiff shall make a good faith attempt to provide Defendant with five (5) calendar
26 days to review Plaintiff’s Motion for Preliminary Approval prior to its filing.

27 3. Concurrently with the filing of the Motion for Preliminary Approval, Class
28 Counsel will notify the LWDA of the terms of the Settlement.

1 **B. Final Fairness and Approval Hearing**

2 1. Motion for Final Approval. No later than sixteen (16) court days before
3 the Final Approval Hearing, Plaintiff will file a motion for final approval of the Settlement that
4 includes: (a) a request for approval of the PAGA settlement; (b) a proposed final approval order;
5 and (c) a proposed Judgment (collectively, the “Motion for Final Approval”). Plaintiff shall
6 provide a draft of the Motion for Final Approval to Defendant no later than seven (7) days before
7 filing. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by
8 telephone, in good faith, to resolve any disagreements concerning the Motion for Final Approval.
9 The Parties shall agree on the proposed final approval order and Judgment before submission to
10 the Court.

11 2. Final Approval Hearing. On the date set forth in the Class Notice (or such
12 continued date as set by the Court), a Final Approval Hearing will be held before the Court in
13 order to: (a) review this Agreement and determine whether the Court should give its final
14 approval; (b) consider Plaintiff’s request for an award of attorneys’ fees and costs to Class
15 Counsel and Service Award to Plaintiff; and (c) consider any timely Objections made pursuant to
16 section VI(D) below and all responses by the Parties to such objections. At the Final Approval
17 Hearing, the Parties will ask the Court to give final approval of this Agreement. If the Parties’
18 request is granted, a Judgment and Final Approval will be entered in the Action.

19 3. Duty to Cooperate. If the Court does not grant Final Approval or
20 conditions Final Approval on any material change to the Settlement (including, but not limited to,
21 the scope of the release to be granted by Participating Class Members or PAGA Settlement
22 Members), the Parties will work expeditiously and in good faith to address the Court’s concerns
23 by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award
24 less than the amounts requested by Class Counsel for attorneys or costs or Settlement
25 Administration Costs will not constitute a material modification to the Agreement within the
26 meaning of this paragraph.

27 4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
28 Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely

for purposes of: (a) enforcing the Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

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

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

7. Amended Judgment. If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

V. RELEASE OF CLAIMS

A. Release by All Participating Class Members and Covenant Not to Sue

1 1. Upon the Effective Date, Plaintiff and all Participating Class Members, on
2 behalf of themselves and their respective heirs, executors, administrators, successors, and assigns
3 (the “Class Releasors”), fully release and discharge the Released Parties from any and all claims,
4 demands, rights, liabilities, obligations, penalties, costs, expenses, attorneys’ fees, damages,
5 and/or causes of action of any nature and description whatsoever, against the Released Parties that
6 were asserted or could have been asserted against the Released Parties based on the factual
7 allegations in the pleadings and/or facts ascertained during in the Action, including, without
8 limitation, any and all federal or state law claims for noncompliant meal, rest, and recovery
9 periods, and associated premium pay; failure to provide water, shade, and restroom facilities on
10 the work fields; unpaid, agreed minimum, and overtime wages; liquidated damages arising from
11 alleged failure to pay minimum wages; inaccurate itemized wage statements; late/untimely
12 payment of wages by separation of employment; waiting time penalties; unreimbursed business
13 expenses; failure to maintain employment records required under applicable law; Labor Code §§
14 200-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
15 1194, 1197, 1197.1, 1198, 2802, 2810, 2810.3, 2810.4, and 2810.5; the applicable IWC Wage
16 Orders, including, but not limited to, IWC Wage Order Nos. 8, 13, and 14, §§ 3-4, 7, 11-12; Civil
17 Code §§ 1021.5, 3287, 3288; all derivative claims asserted through California Business &
18 Professions Code § 17200, *et seq.*; and all derivative claims for attorneys’ fees, costs, declaratory
19 relief, restitution and other equitable relief, liquidated damages, penalties, and interest. This
20 release shall also include claims for any other benefit claimed on account of the claims or factual
21 allegations asserted or that could have been asserted based on the factual allegations in the
22 original or amended complaints filed in the Action. The claims covered by this release are the
23 “Class Released Claims.”

24 2. This Settlement Agreement is expressly conditioned upon the Parties’
25 intention that the Class Releasors will be barred from participating in any proceeding seeking
26 damages or penalties as to all the Class Released Claims.

27 **B. Release by PAGA Settlement Members and the State of California**

28 1. Upon the Effective Date, Plaintiff and all PAGA Settlement Members, on

1 behalf of themselves and their respective heirs, executors, administrators, successors, and assigns,
2 along with the State of California (the “PAGA Releasors”), fully release and discharge any and
3 all claims against the Released Parties for civil penalties under PAGA arising during the PAGA
4 Period that were alleged, or reasonably could have been alleged and/or ascertained, in the Action
5 and the PAGA Notice, including, without limitation, any and all PAGA claims for noncompliant
6 meal, rest, and recovery periods, and associated premium pay; failure to provide water, shade, and
7 restroom facilities on the work fields; unpaid, agreed minimum, and overtime wages; liquidated
8 damages arising from alleged failure to pay minimum wages; inaccurate itemized wage
9 statements; late/untimely payment of wages by separation of employment; waiting time penalties;
10 unreimbursed business expenses; failure to maintain employment records required under
11 applicable law; claims for PAGA penalties based on violations of Labor Code §§ § 200-204, 226,
12 226.2, 226.3, 226.7, 226.8, 403, 404, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194,
13 1194.2, 1197, 1197.1, 1198, 1198.5, 2699 *et seq.*, 2802, 2810, 2810.3, 2810.4, and 2810.5; and all
14 derivative claims for attorneys’ fees and costs (the “PAGA Released Claims”).

15 2. This Settlement Agreement is expressly conditioned upon the Parties’
16 intention that the PAGA Releasors will be barred from pursuing the Released Parties for the
17 PAGA Released Claims.

18 **C. Release of Individual Claims by Plaintiff**

19 1. Upon the Effective Date and in consideration for the promises set forth in
20 this Agreement, Plaintiff makes the additional following individual release: Plaintiff, on behalf of
21 himself and his heirs, executors, administrators, successors, and assigns, (the “Plaintiff
22 Releasors”) fully release and forever discharge the Released Parties from any and all claims,
23 demands, rights, liabilities, obligations, wages, employment benefits, grievances, penalties, costs,
24 expenses, attorneys’ fees, damages, and/or causes of action of every nature and description
25 whatsoever, known or unknown, whether in law or in equity, which the Plaintiff Releasors assert,
26 or could assert, directly or indirectly, at common law or under any statute, rule, regulation, order,
27 or law, whether federal, state, or local, or on any grounds whatsoever arising out of any matter,
28 act, occurrence, omission, conduct, or event of any type, occurring or arising at any time through

1 the Effective Date including, but not limited to, those arising out of or in connection with
2 Plaintiff's employment with Defendant, the termination of that employment, and/or the facts or
3 claims described in the original and amended complaints and the Action, that can legally be
4 released as part of this Agreement. The release set forth above specifically applies, without
5 limitation, to any and all claims for breach of any implied or express contract or covenant; claims
6 for promissory estoppel; claims of entitlement to pay, including commissions, bonuses, and all
7 other forms of compensation; claims for wrongful denial of insurance and employee benefits;
8 claims for wrongful termination of employment, retaliatory discharge, or public policy violations
9 of any nature; defamation, invasion of privacy, fraud, misrepresentation, emotional distress, or
10 other common law or tort matters; claims for penalties; claims of harassment, retaliation, or
11 discrimination based on race, color, religion, sex, sexual orientation, gender identity, national
12 origin, ancestry, physical or mental disability, medical condition, genetic information, marital
13 status, age, veteran status, or any other protected status under federal, state, or local law; claims
14 under the California Labor Code (including, but not limited to, Section 132a), the California
15 Wage Orders, the Fair Labor Standards Act, the California Business and Professions Code, the
16 California Government Code, and the California Health and Safety Code; claims arising under
17 the federal Age Discrimination in Employment Act, as amended, the Older Workers Benefits
18 Protection Act, the Americans with Disabilities Act, as amended, the Unruh Civil Rights Act,
19 Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment and
20 Housing Act, the Equal Pay Act, the Rehabilitation Act of 1973, the federal Family and Medical
21 Leave Act, as amended, the California Family Rights Act, California's Pregnancy Disability
22 Leave Law, the Employee Retirement Income Security Act of 1974, the Labor Management
23 Relations Act, and/or Section 1981 of Title 42 of the United States Code, and any regulations
24 related to such statutes (collectively, "Plaintiff's Released Claims").

25 2. Nothing in this release is intended to release any claims or rights arising
26 out of or under this Agreement, release any claims which are not waivable as a matter of law, or
27 intended to prohibit Plaintiff from truthfully responding to inquiries from government authorities
28 or as otherwise required by law. While this provision shall not affect or interfere with Plaintiff's

1 right to file a charge with the Equal Employment Opportunity Commission, California
2 Department of Fair Employment and Housing, or with the National Labor Relations Board, or to
3 participate, cooperate, or assist in an investigation or proceeding conducted by any federal or state
4 enforcement agency; but Plaintiff knowingly and voluntarily waives the right to any form of
5 recovery or compensation in any such action.

6 **D. General Release by Plaintiff**

7 1. Upon the Effective Date, Plaintiff Releasors waive and relinquish, to the
8 fullest extent permitted by law, the provisions, rights, and benefits of Civil Code §1542, or any
9 other similar provision under federal or state law, which provides:

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

15 After independent advice of counsel, Plaintiff Releasors hereby waive and relinquish all rights
16 and benefits under Civil Code § 1542 and elect to assume all risks for claims that now exist in
17 Plaintiff Releasor's favor, known or unknown, that are released under this Agreement.

18 **VI. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION PROCESS**

19 Subject to the Court's preliminary approval of the Settlement, the following shall apply:

20 **A. Class Data**

21 1. Within fifteen (15) calendar days after the Preliminary Approval Date,
22 Defense Counsel will provide the Settlement Administrator with the Class Data. The Settlement
23 Administrator will keep the Class Data confidential and not use the information for any other
24 purpose other than administration of the Settlement Agreement. Access to the Class Data will be
25 limited to employees of the Settlement Administrator who require access to perform their
26 obligations under this agreement. Defendant will notify the Settlement Administrator and Class
27 Counsel if it discovers that the Class Data omitted any required information and provide the
28 Settlement Administrator with corrected or updated Class Data as soon as reasonably feasible.

Without any extension of the deadline by which Defendant must send the Class Data, the Parties and their counsel will expeditiously use their best efforts and good faith to resolve any issues relating to Class Data.

B. Notice to the Settlement Class Members

1. The English language version of Class Notice will be substantially in the form attached hereto as **Exhibit A**, or as may be modified by the Court prior and agreed to be the Parties prior to Preliminary Approval of the Settlement.

2. Within fifteen (15) calendar days of receiving the Class Data from Defendant, the Settlement Administrator will mail the Class Notice, in English and Spanish, to the Settlement Class Members and PAGA Settlement Members, via first-class regular U.S. Mail, using the most current mailing address information available. The Settlement Administrator will perform an address search using the United States Postal Service National Change of Address (the “NCOA”) database and update the addresses contained on the Class Data with the newly found addresses, if any. The Settlement Administrator will maintain a list with names and all addresses to which notice was given, and digital copies of all of the Settlement Administrator’s records evidencing the giving of notice to any Settlement Class Member or PAGA Settlement Member, for at least four (4) years from the date of Final Approval. Such information shall be available to Class Counsel and Defense Counsel upon request.

3. If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member or PAGA Settlement Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (a) contacting the Settlement Class Member or PAGA Settlement Member by phone, if possible; and (b) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address or receives a forwarding address for any Class Notice returned as undeliverable before the Response Deadline, it will promptly re-mail the Class Notice to the Settlement Class Member or PAGA Settlement Member. The Settlement Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members and/or PAGA Settlement Members

1 apart from the methods set forth herein.

2 **C. Disputes Regarding Settlement Class Data**

3 1. Settlement Class Members will have an opportunity to dispute the number
4 of Workweeks and/or PAGA Pay Periods provided in their Class Notice. The dispute must be
5 communicated to the Settlement Administrator in writing and postmarked by no later than the
6 Response Deadline. The communication shall state the: (a) name of the Action; (b) Settlement
7 Class Member and/or PAGA Settlement Member's name, current address, phone number, and the
8 last four digits of his or her Social Security Number; and (c) include a handwritten signature from
9 the Settlement Class Member and/or PAGA Settlement Member. The communication must
10 clearly state number of Workweeks and/or PAGA Pay Periods that the individual contends are
11 incorrect and attach any documentation in support of the dispute.

12 2. The Settlement Administrator must promptly provide copies of all
13 challenges to the Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel,
14 as well as the Settlement Administrator's determination as to each of the disputes.

15 3. Absent evidence rebutting Defendant's records, the Class Data and any
16 supplemental documentation by Defendant will be presumed determinative. However, if a
17 Settlement Class Member and/or PAGA Settlement Member produces credible evidence to the
18 contrary, the Settlement Administrator will evaluate the evidence submitted and will make the
19 final decision as to the number of Workweeks and/or PAGA Pay Periods that should be applied.
20 The Settlement Administrator will confer with Defendant, as may be needed, to resolve any and
21 all timely disputes that it receives from Settlement Class Members and/or PAGA Settlement
22 Members. All such disputes are to be resolved no later than ten (10) calendar days after the
23 Response Deadline.

24 **D. Objections to Settlement**

25 1. Eligibility and Timing of Objection. Only Participating Class Members
26 may object to the Settlement. In order to object to this Settlement or any term of it ("Objection"),
27 a Participating Class Member must mail a written objection to the Settlement Administrator at the
28 address provided on the Class Notice, postmarked on, or no later than, the Response Deadline.

1 The date of mailing of the Class Notice to the objecting Participating Class Member shall be
2 conclusively determined according to the records of the Settlement Administrator.

3 2. Content of Objection. The Objection must set forth in writing: (a) the
4 name of the Action; (b) the objector's full name, current address, phone number, and last four
5 digits of his or her Social Security Number; (c) a handwritten signature by the Participating Class
6 Member; (d) the full name current address, and phone number of any attorney representing the
7 objector; (e) a statement of all grounds for objection accompanied by all factual and legal support;
8 and (f) copies of any papers, briefs, or other documents upon which the Objection is based.
9 Alternatively, Participating Class Members may appear in Court, or hire an attorney to appear in
10 Court, to present verbal objections at the Final Approval Hearing. Any attorney who will
11 represent an objector must file a notice of appearance with the Court and serve Class Counsel and
12 Defense Counsel no later than the Response Deadline.

13 3. Notification of Parties of Objections. The Settlement Administrator shall
14 email a copy of the Objection to Class Counsel and Defense Counsel, within three (3) court days
15 of receipt. Defense Counsel shall lodge a copy of the Objection with the Court at least sixteen
16 (16) court days before the hearing on the Motion for Final Approval. Class Counsel and Defense
17 Counsel may respond to any Objection lodged with the Court up to five (5) court days (or some
18 other date, as set by the Court) before the Final Approval Hearing.

19 4. Effect of Final Approval. If a Participating Class Member objects to the
20 Settlement, the Participating Class Member will remain a member of the Settlement Class. If the
21 Court approves this Agreement, he or she will be bound by the terms of the Settlement and
22 Judgment in the same way and to the same extent as the Participating Class Members who did not
23 object.

24 **E. Requests for Exclusion from Class Settlement**

25 1. Procedure for Request for Exclusion. The Class Notice will instruct
26 Settlement Class Members on how to exclude themselves from the Settlement Class. Any
27 Settlement Class Member may request exclusion from (i.e., "opt out" of) the Settlement by
28 mailing a written request to be excluded from the Settlement (the "Request for Exclusion") to the

1 Settlement Administrator, postmarked on or before the Response Deadline. To be valid, a
2 Request for Exclusion must include the: (a) Class Member's name, current address, phone
3 number, and last four digits of his or her Social Security Number; and (b) a handwritten signature
4 by the Settlement Class Member. The Request for Exclusion must also include the following
5 statement or something to its effect: "Please exclude me from the Settlement Class in the *Cabrera*
6 *v. Wish Farms CA, LLC et al.* matter" or a statement of similar meaning. The Settlement
7 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel
8 and Defense Counsel, and shall report the Requests for Exclusions that it receives to the Court in
9 its declaration, to be provided in advance of the Final Approval Hearing. Any Settlement Class
10 Member who requests exclusion using this procedure will not be entitled to receive any
11 Individual Class Payment from the Settlement, and will not be bound by the Settlement
12 Agreement or have any right to object to, appeal, or comment on the Settlement. If the
13 Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the
14 Settlement Administrator may demand additional proof of the Settlement Class Member's
15 identity. The Settlement Administrator's determination of authenticity will be final and not
16 appealable or otherwise susceptible to challenge.

17 Any Settlement Class Member who does not affirmatively opt out of the Settlement by
18 submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement,
19 including those pertaining to the Released Class Claims, as well as any Judgment that may be
20 entered by the Court if Final Approval of the Settlement is granted.

21 A Settlement Class Member cannot submit both a Request for Exclusion and an
22 Objection. If a Settlement Class Members submits both an Objection and a Request for
23 Exclusion, the Request for Exclusion will control, and the Objection will be void.

24 2. Effect on PAGA Settlement. Any Settlement Class Member who submits a
25 valid Request for Exclusion will still be deemed a PAGA Settlement Member (if applicable), will
26 still receive their pro rata share of the PAGA Payment, and will still be bound by the Judgment
27 and release as to the PAGA Released Claims.

28 3. Report by Settlement Administrator. Within ten (10) calendar days

1 following the Response Deadline, the Settlement Administrator shall provide a written report to
2 all Parties' counsel noting the number of Class Notices sent, the number which were returned as
3 undeliverable (after following the follow-up procedure as described in section VI(B), above), and
4 the number of valid Requests for Exclusion by Settlement Class Members received. Prior to the
5 due date for this report, the Settlement Administrator will reasonably respond to requests from
6 any Party's counsel for a report on the current status of the notice and settlement administration
7 process and provide regular updates to all counsel.

8 4. No Solicitation of Requests for Exclusion. All Parties and their respective
9 counsel are proponents of the Settlement Agreement, and believe that it is fair, adequate, and
10 reasonable. It is, therefore, agreed that neither the Parties nor their respective counsel will
11 encourage persons to opt out of the Settlement, except to the extent that failure to do so would
12 cause Class Counsel to violate their professional obligations as counsel to any Settlement Class
13 Member.

14 5. Tolerance of Requests for Exclusion. Notwithstanding any other provision
15 of this Agreement, Defendant retains the right, in the exercise of its sole discretion, to nullify the
16 Settlement Agreement by providing written notice to Class Counsel within fourteen (14) calendar
17 days after the Response Deadline, if 125 or more of the Settlement Class Members, or Settlement
18 Class Members representing two percent (2%) or more of the total number of Workweeks for the
19 Class Period, submit a Request for Exclusion from this Settlement. If Defendant revokes the
20 Agreement, the Action will proceed as if no settlement had been attempted, and Defendant will be
21 solely responsible for any costs incurred by the Settlement Administrator through the date of
22 revocation.

23 **VII. CALCULATION OF PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT**

24 Subject to Court approval, the Settlement Administrator will make and deduct the
25 following payments from the Gross Settlement Amount:

26 **A. Participating Settlement Class Members' Individual Share of Net Settlement**
27 **Amount**

28 1. Calculation of Individual Class Payment: Defendant will provide the

1 Settlement Administrator with the total number of Workweeks for each Settlement Class
2 Member as part of the Class Data. The Settlement Administrator will determine the aggregate
3 number of Workweeks for all Participating Class Members during the Class Period. Each
4 Participating Class Member's Individual Class Payment will be calculated by: (a) dividing the
5 Net Settlement Amount by the total number of Workweeks worked by all Participating Class
6 Members, and (b) multiplying the result by each Participating Class Member's Workweeks.
7 This amount is to be paid out to Participating Class Members by way of a check.

8 2. Effect of Non-Participating Class Members on Calculation: Non-
9 Participating Class Members will not receive any Individual Class Payments. The Settlement
10 Administrator will not count the Workweeks attributable to Non-Participating Class Members
11 in the aggregate number of Workweeks for purposes of determine the amount of the Individual
12 Class Payments.

13 3. Tax Allocation: Each Individual Class Payment will be allocated twenty
14 percent (20%) as wages (to be reported on an IRS Form W-2) and eighty percent (80%) as
15 interest and penalties (to be reported on an IRS Form 1099). The Parties agree that the
16 Participating Class Members' share of taxes and withholdings, with respect to the wage-portion,
17 will be withheld from the Individual Class Payment. Forms W-2 and/or Forms 1099 will be
18 distributed by the Settlement Administrator at times and in the manner required by applicable
19 law and consistent with this Agreement.

20 4. Employer Taxes: All Employer Taxes shall be paid by Defendant
21 separate, apart, and above from the Gross Settlement Amount.

22 **B. PAGA Settlement Members' PAGA Payments**

23 1. PAGA Allocation: The Parties agree to allocate ninety thousand dollars
24 (\$90,000) of the Gross Settlement Amount toward PAGA penalties. The Parties agree that, given
25 the uncertainty of litigation, and the issues and difficulty involved in prevailing on these claims,
26 this allocation is reasonable, under the circumstances. Pursuant to the PAGA, seventy-five
27 percent (75%) of the amount allocated toward PAGA (sixty-seven thousand and five hundred
28 dollars (\$67,500)) will be paid to the LWDA (i.e., the "LWDA Payment"), and twenty-five

percent (25%) will remain a part of the Net Settlement Amount (twenty-two thousand and five hundred dollars (\$22,500)), to be distributed to PAGA Settlement Members on a pro rata basis, based upon the respective number of Pay Periods worked in the PAGA Period (i.e., the “Individual PAGA Payments”).

2. Calculation of Individual PAGA Payment: Defendant will provide the Settlement Administrator with the total number of Pay Periods for each PAGA Settlement Member during the PAGA Period as part of the Class Data. The Settlement Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the PAGA Settlement Members 25% share of PAGA Penalties by the total amount of PAGA Pay Periods worked by all PAGA Settlement Members, and (b) multiplying the result by each PAGA Settlement Member’s PAGA Pay Periods. This amount is to be paid out to PAGA Settlement Members by way of a check.

3. Tax Allocation: The PAGA Payments to the PAGA Settlement Members will be characterized as non-wages (to be reported on an IRS Form 1099). Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by applicable law and consistent with this Agreement.

C. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel shall apply for, and Defendant will not oppose, an award of attorneys’ fees of up to thirty-five percent (33%) of the Gross Settlement Amount, which shall amount to three hundred thousand dollars (\$300,000). Class Counsel will further apply for, and Defendant shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel’s prosecution of this matter, as set forth by declaration testimony, in an amount up to forty thousand dollars (\$40,000). Should the Court approve attorneys’ fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount for distribution to the Participating Class Members on a pro rata basis. The Parties agree that the Court’s approval of the request for attorneys’ fees and litigation costs is not a condition of the Settlement Agreement and that an award of less than the amounts requested would not give rise to a basis to abrogate the

1 Settlement Agreement.

2 **D. Service Award to Plaintiff**

3 For purposes of this Action only, the Parties agree to the appointment of Plaintiff as the
4 class representative of the Settlement Class. Plaintiff will seek, and Defendant shall not oppose, a
5 Service Award in an amount not to exceed ten thousand dollars (\$10,000) for Plaintiff for
6 participation in and assistance with the Action (the “Service Award”). Any Service Award
7 awarded by the Court to Plaintiff shall be paid from the Gross Settlement Amount and shall be
8 reported on an IRS Form 1099. Plaintiff’s right to receive a Service Award is contingent upon his
9 acceptance of, and agreement to, a general release and other terms and conditions as set forth in
10 this Agreement. The Service Award is not a material term of the Settlement Agreement and an
11 award of less than the requested amounts by the Court will not give rise to a basis to abrogate the
12 Settlement Agreement. If the Court approves a Service Award in less than the amounts sought
13 herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14 **E. Settlement Administration Costs**

15 1. The Parties, through their respective counsel, have selected the Phoenix
16 Class Action Administration Solutions as the Settlement Administrator. Administration of the
17 settlement shall include, but is not limited to: (a) translating the Class Notice into Spanish; (b)
18 distributing and responding to inquiries about the Class Notice; (c) providing weekly reports of
19 Objections, Requests for Exclusion, Workweek Disputes, PAGA Pay Period Disputes, and related
20 information; (d) calculating Individual Settlement Payment amounts for the Participating Class
21 Members, PAGA Payments to the PAGA Settlement Members, and associated taxes and
22 withholdings; (e) providing declarations; (f) generating Individual Settlement Payment and/or
23 PAGA Payment checks and related tax reporting forms; (g) doing administrative work related to
24 any unclaimed checks; (h) transmitting payment to Class Counsel for the Court-approved
25 amounts for attorneys’ fees and reimbursement of litigation costs and expenses; (i) distributing
26 Service Award to Plaintiff; (j) distributing payment to the LWDA; and (k) otherwise ensuring the
27 terms of the Agreement are achieved.

28 2. The Settlement Administration Costs are estimated not to exceed forty four

thousand, nine hundred and fifty dollars (\$44,950). If the actual amount of the Settlement Administration Costs is less than \$44,950, the difference will be a part of the Net Settlement Amount, whether such costs are foreseen or unforeseen. If the Settlement Administration Costs exceed \$44,950, then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

VIII. FUNDING AND DISTRIBUTION OF PAYMENTS

A. Funding of Settlement

Defendant shall pay the Gross Settlement Amount of nine hundred thousand dollars (\$900,000) and the Employer Taxes to the Settlement Administrator within thirty (30) calendar days from the Court granting Final Approval. Pursuant to Internal Revenue Code §1.468B-1, all amounts must be paid to the Settlement Administrator for deposit in an interest-bearing qualified settlement account (the “QSA”) with an FDIC-insured banking institution, for distribution in accordance with this Agreement and the Court’s orders, and shall be subject to the conditions described herein. All interest accrued in the QSA shall be in favor of Participating Class Members. Individual Settlement Payments for Class Members shall be paid exclusively from the QSA, pursuant to the settlement formulas set forth in this Agreement. All interest accrued shall be for the benefit of the Participating Class Members and the PAGA Settlement Members, and distributed on a pro-rata basis.

B. Time for Distribution

No more than fourteen (14) calendar days after payment by Defendant of the Gross Settlement Amount and the Employer Taxes, the Settlement Administrator shall distribute all payments due under the Settlement. The Individual Class Payments to Participating Class Members and the Individual PAGA Payments to PAGA Settlement Members shall be transmitted by U.S. Mail to the last-known addresses.

C. Distribution of Individual Class Payments and Individual PAGA Payments

1. Eligibility for Payment. Settlement Class Members who do not submit a timely and valid Request for Exclusion (i.e., Participating Class Members) will receive an

1 Individual Class Payment. Regardless of whether they submit a valid Request for Exclusion or
2 not, all PAGA Settlement Members will receive their portion of the PAGA Payment.

3 2. Manner of Payment. Individual Class Payment checks and checks to
4 PAGA Settlement Members for their portion of the PAGA Payment shall remain valid and
5 negotiable for one hundred and eighty (180) calendar days after the date of their issuance.
6 Within seven (7) calendar days after expiration of that 180-day period, checks for such
7 payments shall be cancelled and funds associated with such checks must be transmitted by the
8 Settlement Administrator to the California Controller's Unclaimed Fund in the name of the
9 Settlement Class Member and/or PAGA Settlement Member thereby leaving no unpaid residue
10 subject to Code of Civil Procedure § 384.

11 **IX. MISCELLANEOUS PROVISIONS**

12 **A. Authority**

13 Each individual signing below warrants that he or she has the authority to execute this
14 Agreement on behalf of the Party for whom or which that individual signs.

15 **B. Predecessors and Successors**

16 This Agreement shall be binding upon the Parties, and their heirs, representatives,
17 executors, administrators, predecessors and successors, insurers, and assignees, and shall inure
18 to the benefit of each of the Released Parties.

19 **C. No Prior Assignments**

20 The Parties hereto represent, covenant, and warrant that they have not directly or
21 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
22 any person or entity any portion of any liability, claim, demand, action, cause of action, or
23 rights herein released and discharged, except as set forth herein.

24 **D. Further Cooperation**

25 Plaintiff, Class Counsel, Defendant, and Defense Counsel shall proceed diligently to
26 prepare and execute all documents, to seek the necessary approvals from the Court, and to do all
27 things reasonably necessary to consummate the Settlement as expeditiously as possible.

28 ///

1 **E. Advice of Counsel**

2 The Parties to this Settlement Agreement are represented by competent counsel, and they
3 have had an opportunity to consult with their counsel. The Parties agree that it reflects their good
4 faith compromise of the claims raised, or that could have been raised, in the Action, based upon
5 their assessment of the mutual risks and costs of further litigation and the assessments of their
6 respective counsel.

7 **F. No Admission of Liability, Class Certification, or Representative**
8 **Manageability**

9 This Agreement represents a compromise and settlement of highly disputed claims.
10 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
11 any of the allegations in the PAGA Notice or Action have merit or that Defendant has any
12 liability for any claims asserted; nor should it be intended or construed as an admission by
13 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
14 certification and representative treatment is for purposes of this Settlement only. If, for any
15 reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
16 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
17 reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move
18 for class certification on any grounds available and to contest Defendant's defenses. The
19 Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on,
20 and will not be admissible in connection with, any litigation (except for proceedings to enforce or
21 effectuate the Settlement and this Agreement).

22 **G. Nullification**

23 If for any reason: (1) the Court fails to approve this Agreement in the form agreed to by
24 the Parties, or (2) the Court fails to enter Judgment in the Action, or (3) approval of the
25 Agreement and/or the Court's Judgment is reversed, modified or declared or rendered void, or (4)
26 Defendant elects to withdraw from this Agreement pursuant to section VI(E)(5) above, then this
27 Settlement Agreement and conditional class certification shall be considered null and void, and
28 neither the Settlement Agreement, conditional class certification, nor any of the related

1 negotiations or proceedings, shall be of any force or effect, and all Parties shall stand in the same
2 position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed
3 with the Court. Notwithstanding the foregoing, the Parties may and will attempt in good faith to
4 cure any perceived defects in the Agreement to facilitate approval.

5 **H. No Publicity**

6 Neither Plaintiff, nor Class Counsel, shall cause to be publicized, directly or indirectly,
7 any discussion or publicity relating to the existence of this Settlement Agreement or its terms in
8 any type of mass media, including, but not limited to, speeches, press conferences, press
9 releases, interviews, television or radio broadcasts, newspapers, website postings, messages or
10 postings on the Internet, including, but not limited to, Facebook, Instagram, Twitter, LinkedIn,
11 TikTok, or any other social media. Breach of this provision shall entitle Defendant, in the
12 exercise of its sole discretion, to nullify this Agreement and the Settlement at any time before
13 the Effective Date. This paragraph is not intended to restrict Class Counsel's communications
14 with Class Members or PAGA Settlement Members in accordance with Class Counsel's ethical
15 obligations owed to Class Members and PAGA Settlement Members.

16 **I. Confidentiality Prior to Preliminary Approval**

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

1 before the filing of the Motion for Preliminary Approval, with any third party regarding this
2 Agreement or the matters giving rise to this Agreement except to respond only that “the matter
3 was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
4 communications with Class Members or PAGA Settlement Members in accordance with Class
5 Counsel’s ethical obligations owed to Class Members and PAGA Settlement Members.

6 **J. Use and Return of Class Data**

7 Information provided to Class Counsel pursuant to Evidence Code §1152, and all copies
8 and summaries of the Class Data provided to Class Counsel by Defendant in connection with
9 the mediation, other settlement negotiations, or in connection with the Settlement, may be used
10 only with respect to this Settlement, and no other purpose, and may not be used in any way that
11 violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90)
12 days after the date when the Court discharges the Settlement Administrator’s obligation to
13 provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall
14 destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to
15 the Court’s discharge of the Settlement Administrator’s obligation, Defendant makes a written
16 request to Class Counsel for the return, rather than the destructions, of Class Data.

17 **K. No Tax Advice**

18 Neither Class Counsel nor Defense Counsel intend for anything contained in this
19 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this
20 Agreement be relied upon as such within the meaning of United States Treasury Department
21 Circular 230 (31 C.F.R. Part 10, as amended) or otherwise. The Parties understand and agree
22 that Defendant is not providing tax or legal advice, or making any representations regarding the
23 tax obligations or consequences, if any, related to this Agreement, agree that Participating Class
24 Members and/or PAGA Settlement Members will assume any such employee-side tax
25 obligations or consequences that may arise from this Agreement, and agree that Participating
26 Class Members and/or PAGA Settlement Members shall not seek any indemnification from
27 Defendant in this regard.

28 ///

1 **L. Counterparts**

2 This Agreement may be executed in one or more actual or non-original counterparts, all of
3 which will be considered one and the same instrument, and all of which will be considered
4 duplicate originals.

5 **M. Deadlines Falling on Weekends or Holidays**

6 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
7 legal holiday, that deadline shall be continued until the following business day.

8 **N. Severability**

9 In the event that one or more of the provisions contained herein shall for any reason be
10 held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
11 unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel,
12 on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such
13 invalid, illegal, or unenforceable provision had never been included in this Agreement.

14 **O. Modification of Agreement**

15 This Agreement, and all parts of it, may be amended, modified, changed, or waived only
16 by an express written instrument signed by all Plaintiff, Class Counsel, Defendant, and Defense
17 Counsel, and approved by the Court.

18 **P. Applicable Law**

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

22 **Q. Headings**

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

25 **R. Notices**

26 Unless otherwise specifically provided herein, all notices required to be sent under this
27 Agreement may be sent by e-mail and U.S. Mail to the Parties' counsel at the following
28 addresses:

1 To Class Counsel:

2 Grant Joseph Savoy (grant@soloukisavoy.com)
3 Shoham J. Solouki (shoham@soloukiasvoy.com)
4 SOLOUKI & SAVOY, LLP
5 316 W. 2nd Street, Suite 1200
6 Los Angeles, CA 90012

7 To Defense Counsel:

8 Scott L. Metzger (metzger@dmwplc.com)
9 Anne K. Wilson (wilson@dmwplc.com)
10 DUCKOR METZGER & WYNNE, A Professional Law Corporation
11 101 West Broadway, Suite 1700
12 San Diego, California 92101

13 In the event that any of the above counsel changes their address, or if the representation of
14 a Party is terminated and, therefore, a change of address is required, notice of the same must be
15 given by first class mail to the other Parties and/or counsel at the addresses set forth above.
16 Obligation to notify of a change of address will remain in effect for one (1) year after the Action
17 has been dismissed.

18 **S. Stay of Litigation**

19 The Parties agree that upon the execution of this Agreement the litigation shall be
20 stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure §
21 583.330, the Parties further agree that upon the signing of this Agreement the date to bring a
22 case to trial under Code of Civil Procedure § 583.310 will be extended during the period of this
23 settlement process.

24 ///

25 ///

26 ///

27 ///

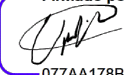
28 ///

 ///

 ///

IT IS SO AGREED:

Dated: 5/8/2025, 2025

Firmado por:

077AA178BA094C1...

Plaintiff and Class Representative
URIEL VAZQUEZ CABRERA

Defendant WISH FARMS CA, LLC

Dated: _____, 2025

By:
Its:

AGREED AS TO FORM:

Dated: April 23, 2025

SOLOUKI & SAVOY, LLP

By: *Shoham Solouki*
GRANT JOSEPH SAVOY
SHOHAM J. SOLOUKI
Attorneys for Plaintiff
URIEL VAZQUEZ CABRERA

Dated: _____, 2025

DUCKOR METZGER & WYNNE,
A Professional Law Corporation

By: _____
SCOTT L. METZGER
ANNE K. WILSON
Attorneys for Defendants
WISH FARMS CA, LLC
and GARY WISHNATZKI

IT IS SO AGREED:

Dated: _____, 2025

Plaintiff and Class Representative
URIEL VAZQUEZ CABRERA

Defendant WISH FARMS CA, LLC

Dated: May 15, 2025, 2025



By: Gary Wishnatzki
Its: Manager

AGREED AS TO FORM:

Dated: April 23, 2025

SOLOUKI & SAVOY, LLP



By: _____
GRANT JOSEPH SAVOY
SHOHAM J. SOLOUKI
Attorneys for Plaintiff
URIEL VAZQUEZ CABRERA

Dated: April 24, 2025

DUCKOR METZGER & WYNNE,
A Professional Law Corporation

By:  _____
SCOTT L. METZGER
ANNE K. WILSON
Attorneys for Defendants
WISH FARMS CA, LLC
and GARY WISHNATZKI

EXHIBIT “A”

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

Cabrera v. Wish Farms CA, LLC et al.
Monterey Superior Court Case Nos. 21CV002491 and 21CV003861

As a current or former non-exempt, hourly California employee of Wish Farms CA, LLC you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You are receiving this Notice because the records of Wish Farms CA, LLC (“Wish Farms”) show that you may be entitled to payment from the settlement of the lawsuit filed by a former employee Uriel Vazquez Cabrera (“Plaintiff”) for alleged wage and hour violations (the “Action”). The Action seeks payment of (1) unpaid wages, non-compliant meal, rest, and recovery periods, waiting time penalties, reimbursement of expenses, and other relief for a class of current and former non-exempt employees who worked for Wish Farms within the State of California at any time during the Class Period (August 4, 2017 to [the date of Preliminary Approval]); (“Settlement Class Members”) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees who worked for Wish Farms during the PAGA Period (July 29, 2020 to [the date of Preliminary Approval]) (“PAGA Settlement Members”).

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

Based on Wish Farms’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$[amount] (less withholding) and your Individual PAGA Payment is estimated to be \$[amount].** The actual amount you may receive likely will be different and will depend on a number of factors. These estimates are based on Wish Farms’ records showing that **you worked [number]workweeks** during the Class Period and **you worked [number] pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by **[45 days from date of mailing notice].**

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE PAYMENT	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 Wish Farms that are covered by this Settlement (Released Claims).
OPT-OUT OF THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT The Opt-out Deadline is [45 days from date of mailing notice].	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement 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. Wish Farms must pay Individual PAGA Payments to all PAGA Settlement Members and the PAGA Settlement Members must give up their rights to pursue PAGA

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
	Released Claims (defined below).
OBJECT TO THE SETTLEMENT Written objections must be submitted by [45 days from date of mailing notice].	If you do not opt-out, you may write to the Settlement Administrator, Phoenix Class Action Administration Solutions, about why you object to the Settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval Hearing scheduled for [date] at [time] in Department 14 of the Monterey Superior Court, located at 200 Aguajito Road, Monterey, CA 93940.
PARTICIPATE IN THE [DATE OF HEARING] FINAL APPROVAL HEARING	The Court's Final Approval Hearing is scheduled to take place on [date] at [time]. 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 AND PAGA PAY PERIODS Written Challenges Must be Submitted by [45 days from date of mailing notice].	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 Workweeks and number of PAGA Pay Periods you worked according to Wish Farms's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [45 days from date of mailing notice]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Wish Farms. The Action accuses Wish Farms of violating California labor laws by failing to pay overtime wages, minimum wages, wages during employment and due upon termination, and reimbursable expenses and failing to provide meal periods, rest breaks, recovery periods, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA. Plaintiff is represented by attorneys in the Action: Solouki & Savoy, LLP ("Class Counsel").

Wish Farms vigorously denies any and all liability or wrongdoing and contends that it fully complied with all applicable laws. Wish Farms nevertheless desires to settle the lawsuit for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation, and for the purpose of putting to rest the controversies brought about in the lawsuit.

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

So far, the Court has made no determination whether Wish Farms or Plaintiff is correct on the merits. In the meantime, Plaintiff and Wish Farms hired an experienced, neutral mediator in an effort 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, Plaintiff and Wish Farms 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, Wish Farms does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Wish Farms 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 Settlement Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

Wish Farms Will Pay \$900,000 as the Gross Settlement Amount (“Gross Settlement Amount”). Wish Farms has agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel’s attorney’s fees and expenses, the Settlement Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Wish Farms will fund the Gross Settlement Amount not more than not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

- A. Up to \$300,000 to Class Counsel for attorneys’ fees and up to \$40,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$___ to the Administrator for services administering the Settlement.
- C. Up to \$10,000 to Plaintiff as a Service Award.
- D. Up to \$90,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Settlement Members based on their PAGA Pay Periods.

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

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

Taxes Owed on Payments to Class Members. Plaintiff and Wish Farms are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portions”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Wish Farms 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 Wish Farms 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. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Unclaimed Property Fund for instructions on how to retrieve your money.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than **[45 days from date of mailing notice]**, that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the **[45 days from date of mailing notice]** Response Deadline. The Request for Exclusion should be a letter from you (the Class Member) that clearly communicates your election to be excluded from the Settlement and includes your full name, address and email address or telephone number, the last four digits of your Social Security Number, and handwritten signature. 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 Wish Farms.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Wish Farms 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Wish Farms have agreed that, in either case, the Settlement will be void: Wish Farms will not pay any money and Class Members will not release any claims against Wish Farms.

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

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

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

Plaintiff and all Participating Class Members, on behalf of themselves and their respective heirs, executors, administrators, successors, and assigns (the “Class Releasers”), fully release and discharge the Released Parties from any and all claims, demands, rights, liabilities, obligations, penalties, costs, expenses, attorneys’ fees, damages, and/or causes of action of any nature and description whatsoever, against the Released Parties that were asserted or could have been asserted against the Released Parties based on the factual allegations in the pleadings and/or facts ascertained during in the Action, including, without limitation, any and all federal or state law claims for noncompliant meal, rest, and recovery periods, and associated premium pay; failure to provide water, shade, and restroom facilities on the work fields; unpaid, agreed minimum, and overtime wages; liquidated damages arising from alleged failure to pay minimum wages; inaccurate itemized wage statements; late/untimely payment of wages by separation of employment; waiting time penalties; unreimbursed business expenses; failure to maintain employment records required under applicable law; Labor Code §§ 200-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810, 2810.3, 2810.4, and 2810.5; the applicable IWC Wage Orders, including, but not limited to, IWC Wage Order Nos. 8, 13, and 14, §§ 3-4, 7, 11-12; Civil Code §§ 1021.5, 3287, 3288; all derivative claims asserted through California Business & Professions Code § 17200, et seq.; and all derivative claims for attorneys’ fees, costs, declaratory relief, restitution and other equitable relief, liquidated damages, penalties, and interest. This release shall also include claims for any other benefit claimed on account of the claims or factual allegations asserted or that could have been asserted based on the factual allegations in the original or amended complaints filed in the Action. The claims covered by this release are the “Class Released Claims.”

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

The PAGA Settlement Members' Releases for Participating and Non-Participating Class Members are as follows:

Plaintiff and all PAGA Settlement Members, on behalf of themselves and their respective heirs, executors, administrators, successors, and assigns, along with the State of California (the "PAGA Releasers"), fully release and discharge any and all claims against the Released Parties for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged and/or ascertained, in the Action and the PAGA Notice, including, without limitation, any and all PAGA claims for noncompliant meal, rest, and recovery periods, and associated premium pay; failure to provide water, shade, and restroom facilities on the work fields; unpaid, agreed minimum, and overtime wages; liquidated damages arising from alleged failure to pay minimum wages; inaccurate itemized wage statements; late/untimely payment of wages by separation of employment; waiting time penalties; unreimbursed business expenses; failure to maintain employment records required under applicable law; claims for PAGA penalties based on violations of Labor Code §§ 200-204, 226, 226.2, 226.3, 226.7, 226.8, 403, 404, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2699 et seq., 2802, 2810, 2810.3, 2810.4, and 2810.5; and all derivative claims for attorneys' fees and costs (the "PAGA Released Claims"). .

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing \$22,500 by the total number of PAGA Pay Periods worked by all PAGA Settlement Members, and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Settlement Member.

Workweek and Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Wish Farms' records, are stated in the first page of this Notice. You have until **45 days from date of mailing notice** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by submitting a written dispute that: (a) contains the case name and number of the Action; (b) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (c) contains a statement setting forth the number of Workweeks and/or PAGA Pay Periods during the Class Period that you contend is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by email or mail, postmarked no later than the Response Deadline. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Wish Farms' calculation of Workweeks and/or PAGA Pay Periods based on Wish Farms' 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 Settlement Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Wish Farms' Counsel. The Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as PAGA Settlement Members. 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 Settlement Member who opts out of the Class 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 Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

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

Submit a written and signed letter that clearly communicates your election to be excluded from the Settlement and includes the your full name, address and email address or telephone number, the last four digits of your Social Security Number, and handwritten signature. The Settlement Administrator will exclude you based on any writing communicating your request to be excluded that is consistent with the above requirements. Be sure to personally sign your request, identify the Action as *Cabrera v. Wish Farms CA, LLC et al.*, Monterey Superior Court Case Nos. 21CV002491 and 21CV003861 and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). 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 [45 days from date of mailing notice], or it will be invalid.** Section 9 of the Notice has the Settlement 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 Plaintiff and Wish Farms are asking the Court to approve. At least 16 court days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court: (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees and Litigation Expenses stating the amount Class Counsel is requesting for attorneys' fees and litigation expenses. 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 Settlement Administrator's Website at [address].

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees and Litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written Notices of Objections to the Administrator is [45 days from date of mailing notice].** Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. The Notice of Objection must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and last four digits of your Social Security Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing you with respect to your objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. Make sure you identify the Action *Cabrera v. Wish Farms CA, LLC et al.*, Monterey Superior Court Case Nos. 21CV002491 and 21CV003861 and include your name, current address, telephone number, and approximate dates of employment for Wish Farms and sign the objection. Section 9 of this Notice has the Settlement 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 do not have to, attend the Final Approval Hearing on Final Approval Hearing scheduled for [date] at [time] in Department 14 of the Monterey Superior Court, located at 200 Aguajito Road, Monterey, CA 93940. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, the Settlement Administrator, and the LWDA. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually if you wish.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Wish Farms and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at [\[address\]](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

Class Counsel:

Grant Joseph Savoy

grant@soloukisavoy.com

Shoham J. Solouki

shoham@soloukiasvoy.com

SOLOUKI & SAVOY, LLP

316 W. 2nd Street, Suite 1200

Los Angeles, CA 90012

(213) 814-4940

Defendants' Counsel

Scott L. Metzger, Esq.

metzger@dmwplc.com

Anne K. Wilson

wilson@dmwplc.com

Duckor Metzger & Wynne, APLC

101 West Broadway, Suite 1700

San Diego, CA 92101

(619) 209-3052

Settlement Administrator:

Phoenix Class Action

Administration Solutions

Email Address:

Mailing Address:

Telephone:

Fax Number:

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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.

Class and Representative Action Settlement and Release (Final for Signature)

Final Audit Report

2025-05-15

Created:	2025-05-15
By:	John Valdes (jvaldes@wishfarms.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6ucOBKWLjRk54liV-bJ1h5WnuqTH2qa7

"Class and Representative Action Settlement and Release (Final for Signature)" History

-  Document created by John Valdes (jvaldes@wishfarms.com)
2025-05-15 - 7:22:05 PM GMT
-  Document emailed to Gary Wishnatzki (gw@wishfarms.com) for signature
2025-05-15 - 7:24:21 PM GMT
-  Email viewed by Gary Wishnatzki (gw@wishfarms.com)
2025-05-15 - 8:05:55 PM GMT
-  Document e-signed by Gary Wishnatzki (gw@wishfarms.com)
Signature Date: 2025-05-15 - 8:24:22 PM GMT - Time Source: server
-  Agreement completed.
2025-05-15 - 8:24:22 PM GMT