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[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KINGS

ADALBERTO PEREZ, JOSEPH
MITCHELL, JULIO A. VASQUEZ,
ALFREDO RIVERA, as Individuals and on
behalf of all others similarly situated and
aggrieved,

Plaintiffs,

v.

HOLLANDIA FARMS, INC., a California
corporation; HOLLANDIA FARMS
NORTH, INC., a California corporation;
HOLLANDIA DAIRY, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 22C-0302

[Assigned to Hon. Robert S. Burns in
Dept. 2]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

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Inc., and Hollandia Farms, Inc.

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiffs Adalberto Perez (“Plaintiff Perez”), Julio Vasquez (“Plaintiff Vasquez”),
3 Joseph Mitchell (“Plaintiff Mitchell”), and Alfredo Rivera (“Plaintiff Rivera”) collectively,
4 “Plaintiffs”, and defendants Hollandia Dairy, Inc., Hollandia Farms North, Inc., and Hollandia
5 Farms, Inc. (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants
6 collectively as “Parties,” or individually as “Party.”

7 **1. DEFINITIONS**

8 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against
9 Defendants, captioned Rivera v. Hollandia Farms, Inc., Case No. 22C-0302, originally initiated
10 on August 12, 2022, and pending in Superior Court of the State of California, County of Kings.
11 Plaintiffs and Defendants intend that this Agreement act to resolve the related case originally
12 filed by Plaintiff Perez on or about October 10, 2021, in the Riverside County Superior Court,
13 Case No. CVRI2104791.

14 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties
15 have agreed to appoint to administer the Settlement.

16 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
17 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
18 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
19 Preliminary Approval of the Settlement.

20 1.4. “Aggrieved Employee” means a person employed by any of the Defendants in California
21 and classified as a non-exempt, hourly-paid employee who worked for any of the Defendants
22 during the PAGA Period.

23 1.5. “Class” means all persons employed by any of the Defendants in California and classified
24 as a non-exempt, hourly-paid employee who worked for any of the Defendants during the Class
25 Period.

26 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
27 P.C., Jasmin K. Gill and Ashlie E. Fox of J. Gill Law Group, P.C., David Yeremian of David
28 Yeremian & Associates, Inc., and Roman Shkodnik, Enoch J. Kim, Emma Geesaman, and

1 Norayr Zakaryan of D.Law, Inc.

2 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
3 the amounts allocated to Class Counsel for payment of reasonable attorneys’ fees and expenses,
4 respectively, incurred to prosecute the Action. As it pertains to the Class and PAGA Settlement
5 of the Action as defined herein, Class Counsel shall have no right to recover from Defendants
6 any fees or costs, except as expressly set forth in this Agreement. Plaintiffs’ and Class Counsel
7 waive any and all claims for fees, costs, indemnity, or contribution from Defendants in the Action
8 as defined herein, which includes the related action pending in the Riverside County Superior
9 Court, Case No. CVRI2104791, but expressly excludes Plaintiff Perez’s wrongful termination
10 action in Riverside County Superior Court, Case No. CVRI2204464, and any of Plaintiff Perez’s
11 related claims under the Fair Employment and Housing Act, which were asserted and settled
12 separately.

13 1.8. “Class Data” means Class Member identifying information in Defendants’ custody,
14 possession, or control, including the Class Member’s (a) full name; (b) last-known mailing
15 address; (c) social security number; and (d) hire date and re-hire date (as applicable), and
16 termination date(s) (as applicable).

17 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
18 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
19 Class Member who qualifies as an Aggrieved Employee).

20 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
21 current Class Member mailing addresses using all reasonably available sources, methods and
22 means including, but not limited to, the National Change of Address database, skip traces, and
23 direct contact by the Administrator with Class Members.

24 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
25 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
26 Class Members in English and Spanish in the form, without material variation, attached as
27 **Exhibit A** and incorporated by reference into this Agreement.

28 1.12. “Class Period” means the period from October 20, 2017, through Preliminary Approval,

1 unless modified pursuant to Paragraph 8.2 of this Agreement.

2 1.13. "Class Representatives" means the named Plaintiffs in the Operative Complaint in the
3 Action seeking Court approval to serve as Class Representatives.

4 1.14. "Class Representative Service Payment" means the payment to the Class Representatives
5 for initiating the Action and providing services in support of the Action.

6 1.15. "Court" means the Superior Court of California, County of Kings.

7 1.16. "Defendants" means named defendants Hollandia Farms, Inc., Hollandia Farms North,
8 Inc., and Hollandia Dairy, Inc.

9 1.17. "Defense Counsel" means Karin Backstrom of Backstrom Labor Law and Michael
10 Conway of Sagaser, Watkins & Wieland PC.

11 1.18. "Effective Date" means the first date on which all of the following have occurred: (a) the
12 Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment
13 is final; (c) a Party, or the Court, has served notice of entry of the Judgment; and, (d) the related
14 case filed by Plaintiff Perez in the Riverside County Superior Court, Case No. CVRI2104791,
15 has been dismissed. The Judgment is final as of the latest of the following occurrences: (a) if no
16 Participating Class Members object to the Settlement, the day the Court enters Judgment; (b) if
17 one or more Participating Class Members object to the Settlement, the day after the deadline for
18 filing a notice of appeal from the Judgment; or, (c) if a timely appeal from the Judgment is filed,
19 the day after the appellate court affirms the Judgment and issues a remittitur.

20 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

21 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
22 of the Settlement.

23 1.21. "Gross Settlement Amount" means \$2,450,000.00 (Two Million Four Hundred Fifty
24 Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the
25 Settlement, except as provided in Paragraph 8.2 below, and any and all employer payroll taxes
26 owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount
27 will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
28 Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment,

1 and Administrator's Expenses.

2 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the
3 Net Settlement Amount calculated according to the number of Workweeks worked during the
4 Class Period.

5 1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
6 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
7 Period.

8 1.24. "Judgment" means the judgment entered by the Court based upon Final Approval.

9 1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency
10 entitled, under Labor Code section 2699, subd. (i).

11 1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
12 under Labor Code section 2699, subd. (i).

13 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following
14 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
15 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
16 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
17 paid to Participating Class Members as Individual Class Payments.

18 1.28. "Non-Participating Class Member" means any Class Member who opts out of the
19 Settlement by sending the Administrator a valid and timely Request for Exclusion.

20 1.29. "Operative Complaint" means the second amended complaint to be filed in the Action.

21 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked
22 for any of the Defendants for at least one day during the PAGA Period, based on the Class Data.

23 1.31. "PAGA Period" means the period from October 20, 2020 through the end of the Class
24 Period.

25 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

26 1.33. "PAGA Notice(s)" means Plaintiff Perez's September 30, 2021 letter, Plaintiffs Perez and
27 Vasquez's February 27, 2024 letter, and Plaintiff Rivera's August 12, 2022, letter to Defendants
28 and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a)., genuine copies

of which are attached hereto as **Exhibit B**.

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) and 75% to the LWDA (\$37,500.00) in settlement of PAGA claims.

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

1.36. “Plaintiffs” means Adalberto Perez, Julio Vasquez, Joseph Mitchell, and Alfredo Rivera the named plaintiffs in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of the Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.1, and 5.3 through 5.3.3, below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.1, and 5.4 through 5.4.3, below.

1.41. “Released Parties” means: Defendants together with their present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present and former owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for claims released by Plaintiffs, or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor Code §558.1, or on a joint-employer, alter-ego, successor, or other similar theory of liability.

1.42. “Request for Exclusion” means a written letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address, social security number, and email address or telephone number.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to

1 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
2 may: (a) mail Requests for Exclusion from the Settlement; (b) mail challenges to his/her Class
3 Workweeks or PAGA Pay Periods; and/or (c) mail his or her Objection to the Settlement. Class
4 Members to whom Notice Packets are resent after having been returned undeliverable to the
5 Administrator shall have an additional 15 days beyond the Response Deadline to take such
6 actions.

7 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the
8 Judgment.

9 1.45. "Workweek" means any week during which a Class Member worked for any of the
10 Defendants for at least one day during the Class Period, based on the Class Data.

11 **2. RECITALS**

12 2.1. On October 20, 2021, Plaintiff Perez filed an action in Riverside County Superior Court,
13 Case No. CVRI2104791 against Defendants for: (1) failure to pay overtime wages; (2) failure to
14 pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5)
15 waiting time penalties; (6) wage statement violations; (7) violation of Labor Code § 227.3, and
16 (8) unfair competition.

17 2.2. On December 8, 2021, Plaintiff Perez filed a First Amended Complaint adding a cause of
18 action for civil penalties under PAGA. Thereafter, Plaintiff Perez also filed a Second Amended
19 Complaint and Third Amended Complaint adding plaintiffs Joseph Mitchell and Julio Vasquez
20 as class representatives, as well as clarifying Plaintiffs' allegations.

21 2.3. On August 12, 2022, Plaintiff Rivera filed his action in Kings County Superior Court
22 against Defendant Hollandia Farms, Inc. alleging the following causes of action: (1) Failure to
23 Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3)
24 Meal-Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code §
25 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code §§ 245 *et seq.*
26 and 246; (7) Violation of Labor Code § 226(a); (8) Failure to Keep Required Payroll Records
27 Under Labor Code §§ 1174 and 1174.5; (9) Penalties Pursuant to Labor Code § 203; and (10)
28 Violation of Business & Professions Code § 17200 *et seq.* On the same day, pursuant to Labor

Code section 2699.3 subd. (a), Plaintiff Rivera gave timely written notice to Defendant Hollandia Farms, Inc. and the LWDA by sending the PAGA Notice. On November 1, 2022, Plaintiff Rivera filed a first amended complaint adding eleventh cause of action for penalties pursuant to PAGA.

2.4. After initially engaging in formal discovery and document production exchanges, the Parties ultimately agreed to exchange informal discovery and attend mediation.

2.5. Prior to mediation Plaintiffs obtained, through informal discovery: (a) a sampling of time and payroll records Class Members through mediation; (b) a class list of hire dates, termination dates (as applicable), and rates of pay for all Class Members; (c) class contact information for Class Members pursuant to a *Belair-West* opt-out notice administration; (d) wage and hour policy documents; (e) a list of job titles and job descriptions; and (f) all documents pertaining to Plaintiffs available to Defendants.

2.6. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.7. On March 5, 2024, the Parties participated in an all-day mediation presided over by the Hon. Howard R. Broadman (Ret.). The mediation was successful, and in the months thereafter after extensive negotiations, the Parties agreed to globally resolve all class and PAGA claims in the Action and Operative Complaint and then separately agreed to resolve Plaintiff Perez's claims for wrongful termination and all related claims under the Fair Employment and Housing Act against Defendants, including those that were asserted in Riverside County Superior Court, Case No. CVRI2204464. Plaintiffs and Defendants intend that this Agreement act to resolve the related case filed by Plaintiffs, or some of them, in the Riverside County Superior Court, Case No. CVRI2104791.

2.8. The Court has not granted class certification.

2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, aside from Riverside County Superior Court, Case No. CVRI2104791.

2.10. As part of this Agreement, the Parties agree to stipulate to the filing the Operative

1 Complaint in the Action to include all Plaintiffs as class representatives, as well as all claims and
2 allegations asserted in the matter of *Perez et al. v. Hollandia Dairy, Inc. et al.*, Riverside County
3 Superior Court, Case No. CVRI2104791, mentioned herein.

4 **3. MONETARY TERMS**

5 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.2 below,
6 Defendants promise to pay \$2,450,000.00 as the Gross Settlement Amount, and to separately pay
7 any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments
8 as calculated by the Administrator in accordance with this Agreement. Defendants have no
9 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated
10 in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement
11 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
12 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
13 to Defendants. Defendants shall have no obligation to pay any sum aside from (1) the Gross
14 Settlement Amount as defined herein at Paragraph 1.21 in order to effectuate their duties under
15 this Agreement, unless both the escalator clause threshold in Paragraph 8.2 is exceeded and
16 Defendants elect to increase the Gross Settlement Amount, in which case Defendants shall pay
17 the increased Gross Settlement Amount.

18 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
19 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
20 in the Final Approval:

21 3.2.1. To Plaintiffs: Class Representative Service Payments to Plaintiffs of not more than
22 \$7,500.00 each, for a total of \$30,000.00 to Plaintiffs, in addition to any Individual Class
23 Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as a
24 Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class
25 Representative Service Payment that does not exceed this amount. As part of the motion
26 for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will
27 seek Court approval for any Class Representative Service Payments prior to the Final
28 Approval Hearing. If the Court approves a Class Representative Service Payment less

1 than the amount requested, the Administrator will retain the remainder in the Net
2 Settlement Amount. The Administrator will pay the Class Representative Service
3 Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for
4 employee taxes owed on the Class Representative Service Payments.

5 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
6 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.2 of this
7 Agreement, is currently estimated to be \$857,500.00 and a Class Counsel Litigation
8 Expenses Payment of not more than \$100,000.00. Defendants will not oppose requests
9 for these payments provided that do not exceed these amounts. Plaintiffs and/or Class
10 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation
11 Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class
12 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than
13 the amounts requested, the Administrator will allocate the remainder to the Net
14 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
15 other Plaintiffs' Counsel arising from any claim to any portion of the Class Counsel Fee
16 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
17 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
18 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
19 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
20 Payment and agrees to hold Defendants harmless, and indemnify Defendants, from any
21 dispute or controversy regarding any division or sharing of any of these Payments.
22 Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts
23 that are less than the amounts provided for herein, then the unapproved portion(s) shall
24 be a part of the Net Settlement Amount.

25 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$15,000
26 except for a showing of good cause and as approved by the Court. To the extent the
27 Administration Expenses are less, or the Court approves payment less than \$15,000, the
28 Administrator will retain the remainder in the Net Settlement Amount.

1 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
2 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
3 all Participating Class Members during the Class Period and (b) multiplying the result
4 by each Participating Class Member's Workweeks.

5 3.2.4.1. Tax Allocation of Individual Class Payments. Two and one-half percent
6 (2.5%) of each Participating Class Member's Individual Class Payment will be
7 allocated to settlement of wage claims (the "Wage Portion"). The Wage
8 Portions are subject to tax withholding and will be reported on an IRS W-2
9 Form. The remaining portion of each Participating Class Member's Individual
10 Class Payment will be allocated to non-wages (the "Non-Wage Portion"). The
11 Non-Wage Portions are not subject to wage withholdings and will be reported
12 on IRS 1099 Forms. Participating Class Members assume full responsibility
13 and liability for any employee taxes owed on their Individual Class Payment.

14 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
15 Class Payments. Non-Participating Class Members will not receive any
16 Individual Class Payments.

17 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
18 \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00)
19 allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the
20 Individual PAGA Payments.

21 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
22 dividing the amount of the Aggrieved Employees' 25% share of PAGA
23 Penalties \$12,500.00 by the total number of PAGA Period Pay Periods worked
24 by all Aggrieved Employees during the PAGA Period and (b) multiplying the
25 result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
26 Employees assume full responsibility and liability for any taxes owed on their
27 Individual PAGA Payment.

28 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,

the Administrator will allocate the remainder to the Net Settlement Amount.

The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify the Administrator if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator as follows: (1) Defendants shall transmit \$1,225,000.00 and applicable employer side taxes to the Administrator within 30 days of the Effective Date ("First Payment"); and (2) Defendants shall transmit the remaining \$1,225,00.00 and applicable employer side taxes to the Administrator no later than 180 days after the Effective Date ("Second Payment").

4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the First Payment, the Administrator will mail checks, on a pro rata basis, for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Within 14 days after Defendants fund the Second Payment, the Administrator will mail checks for all remaining Individual Class

1 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
2 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
3 Payment, and the Class Representative Service Payments.

4 4.3.1. The Administrator will issue checks for the Individual Class Payments and/or
5 Individual PAGA Payments and send them to the Class Members via First Class U.S.
6 Mail, postage prepaid. The face of each check shall prominently state the date (not less
7 than 180 days after the date of mailing) when the check will be voided. The
8 Administrator will cancel all checks not cashed by the void date. The Administrator
9 will send checks for Individual Settlement Payments to all Participating Class Members
10 (including those for whom Class Notice was returned undelivered). The Administrator
11 will send checks for Individual PAGA Payments to all Aggrieved Employees including
12 Non-Participating Class Members who qualify as Aggrieved Employees (including
13 those for whom Class Notice was returned undelivered). The Administrator may send
14 Participating Class Members a single check combining the Individual Class Payment
15 and the Individual PAGA Payment. Before mailing any checks, the Settlement
16 Administrator must update the recipients' mailing addresses using the National Change
17 of Address Database.

18 4.3.2. The Administrator must conduct a Class Member Address Search for all other
19 Class Members whose checks are returned undelivered without USPS forwarding
20 address. Within 7 days of receiving a returned check, the Administrator must re-mail
21 checks to the USPS forwarding address provided or to an address ascertained through
22 the Class Member Address Search. The Administrator need not take further steps to
23 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
24 The Administrator shall promptly send a replacement check to any Class Member whose
25 original check was lost or misplaced, requested by the Class Member prior to the void
26 date.

27 4.3.3. For any Class Member whose Individual Class Payment check or Individual
28 PAGA Payment check is uncashed and cancelled after the void date, the Administrator

1 shall transmit the funds represented by such checks to the *cy pres* recipients, 15-percent
2 to the Visalia Rescue Mission and 85-percent to the San Diego Rescue Mission, in equal
3 amounts.

4 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall
5 not obligate Defendants to confer any additional benefits or make any additional
6 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
7 specified in this Agreement. Nor shall payments made under this Agreement extend or
8 alter Class Members' period of employment for any purpose.

9 **5. RELEASE OF CLAIMS**

10 5.1. Effective Date of Release. The releases described in this Agreement shall take effect upon
11 the Effective Date, regardless of Participating Class Members' actual receipt of the Class Notice
12 and/or depositing of Individual Class Payments or Individual PAGA Payments. Therefore,
13 Defendants and Released Parties shall have the right to enforce the releases contained in this
14 Agreement as of the Effective Date. The releases described in this Agreement may be invalidated
15 after the Effective Date if Defendants fail to fund the Gross Settlement Amount by the deadlines
16 set forth in Paragraph 4.2 of this Agreement, and Class Members / Aggrieved Employees shall
17 be entitled to pursue the claims that they would otherwise have released by virtue of this
18 Agreement or to specifically enforce this Agreement. The statute of limitations on any claims
19 released under this Agreement shall be tolled between the Effective Date and Defendants'
20 deadline to fund the Gross Settlement Amount per Paragraph 4.2 of this Agreement

21 5.2. Plaintiffs' Release. Plaintiffs and their former and present spouses, representatives,
22 agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge
23 the Released Parties from all claims, transactions, or occurrences that occurred through the date
24 of their execution of this Settlement, including but not limited to: (a) all claims that were, or
25 could have been, alleged based on the facts contained in the Operative Complaint; and (b) all
26 PAGA claims that were, or could have been, alleged based on facts contained in the PAGA
27 Notices submitted to the LWDA by Plaintiffs ("Plaintiffs' Release"). Plaintiffs' Release does not
28 extend to any claims or actions to enforce this Agreement or to claims that cannot be discharged

1 via a general release as a matter of law, such as for unemployment and workers' compensation
2 benefits. Plaintiffs acknowledge they may discover facts or law different from, or in addition to,
3 the facts or law Plaintiffs now know or believe to be true but agree Plaintiffs' Release shall be
4 and remain effective in all respects, notwithstanding such different or additional facts or the
5 discovery of them. All Plaintiffs (to the extent they are 40 years old or older) understand that by
6 signing this Agreement, they are giving up any and all legal claims they have or may have had
7 against the Released Parties, expressly including claims under the federal Age Discrimination in
8 Employment Act ("ADEA"). All Plaintiffs (to the extent they are 40 years old or older) are
9 advised to consult with independent legal counsel regarding the waiver contained herein
10 generally and specifically as to the waiver of claims under the ADEA. All Plaintiffs (to the extent
11 they are 40 years old or older) understand and agree that they have been advised in writing of
12 their right to consult with an attorney before signing this Agreement. All Plaintiffs (to the extent
13 they are 40 years old or older) have 21 days to consider this Agreement, although they may sign
14 it at any time prior to the expiration of the 21 days. All Plaintiffs (to the extent they are 40 years
15 old or older) may revoke this Agreement at any time during the seven days after they sign this
16 Agreement. This Agreement shall not become effective until the seven day revocation period has
17 passed. Plaintiff Perez's release expressly excludes Plaintiff Perez's claims for wrongful
18 termination and related claims under the Fair Employment and Housing Act ("FEHA") against
19 Defendants, including those that were asserted and settled separately in Riverside County
20 Superior Court, Case No. CVRI2204464.

21 5.2.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
22 purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the
23 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code
24 (except as to Plaintiff Perez's claims for wrongful termination and related claims under
25 FEHA against Defendants, including those that were asserted and settled separately in
26 Riverside County Superior Court, Case No. CVRI2204464), which reads:

27 **A general release does not extend to claims that the creditor or releasing**
28 **party does not know or suspect to exist in his or her favor at the time of**
executing the release, and that if known by him or her would have

1 **materially affected his or her settlement with the debtor or Released**
2 **Party.**

3 5.3. Release by Participating Class Members. As of the Effective Date, all Participating Class
4 Members shall release the Released Parties of all claims assertable on an individual or class basis
5 that Plaintiffs alleged, or could have alleged, based on the facts pled in the Operative Complaint,
6 and which arose or existed during the Class Period (“Released Class Claims”). Without limiting
7 the foregoing, Released Class Claims shall include:

8 5.3.1. All claims relating to unpaid wages (including claims for failure to pay minimum
9 wages, straight time wages, overtime and double-time compensation, whether due by
10 virtue of weekly, daily, or seventh day overtime rules); all claims related to the
11 timeliness of wage payments (whether regular or final wages); all claims relating to the
12 failure to provide compliant meal, rest, and recovery periods; all claims relating to the
13 failure to pay premiums for violations of meal, rest, and recovery period laws (including
14 the failure to make premium payments at all, or failure to make premium payments at
15 the correct rate of pay); all claims relating to the provision of wage statements, including
16 the failure to provide wage statements at all and/or wage statements that are complete
17 and accurate; all claims relating to the failure to maintain accurate employment records
18 or provide such to employees upon request; all claims relating to the reimbursement of
19 necessary business expenses or failure to do so; all claims relating to the unlawful
20 deduction of wages; all claims relating to the failure to provide and/or adequately
21 compensate employees for paid sick leave and/or COVID-19 supplemental paid sick
22 leave; all claims relating to the failure to pay reporting time pay; all claims relating to
23 vacation pay, including the failure to pay vacation pay (or other paid time off) during
24 employment or upon separation; and all claims relating to unfair business practices
25 resulting from any of the foregoing.

26 5.3.2. All claims arising under California Labor Code §§201, 202, 203, 204, 204b, 210,
27 218.5, 218.6, 221, 223, 225.5, 226, 226.7, 227.3, 246, 510, 512, 558, 558.1, 1194,
28 1194.2, 1197, 2802; and any provision in any applicable wage orders governing matters
involving the released claims discussed above in Paragraph 5.3 and 5.3.1; California

1 Business and Professions Code §§17200-17208; California Civil Code §§3287, 3288,
2 and 3289; California Code of Civil Procedure §1021.5; and related claims under the
3 applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, et seq.).

4 5.3.3. All remedies associated with any of the claims described herein, including but not
5 limited to compensatory, consequential, incidental, liquidated, and punitive damages;
6 statutory penalties; restitution; interest; costs; attorneys' fees; injunctive or other
7 equitable relief.

8 5.4. Release by Aggrieved Employees. As of the Effective Date, all Aggrieved Employees
9 and the LWDA (as permissible) shall release Defendants and Released Parties of all claims for
10 assertable under PAGA and that Plaintiff alleged, or could have alleged, based on the facts pled
11 in the Operative Complaint or Plaintiffs' PAGA Notices (**Exhibit B**), and which arose or existed
12 during the PAGA Period ("Released PAGA Claims"). Without limiting the foregoing, Released
13 PAGA Claims shall include:

14 5.4.1. All claims for remedies recoverable under PAGA relating to unpaid wages
15 (including claims for failure to pay minimum wages, straight time wages, overtime and
16 double-time compensation, whether due by virtue of weekly, daily, or seventh day
17 overtime rules); all claims for remedies recoverable under PAGA related to the
18 timeliness of wage payments (whether regular or final wages); all claims for remedies
19 recoverable under PAGA relating to the failure to provide compliant meal, rest, and
20 recovery periods; all claims for remedies recoverable under PAGA relating to the failure
21 to pay premiums for violations of meal, rest, and recovery period laws (including the
22 failure to make premium payments at all, or failure to make premium payments at the
23 correct rate of pay); all claims for remedies recoverable under PAGA relating to the
24 provision of wage statements, including the failure to provide wage statements at all
25 and/or wage statements that are complete and accurate; all claims for remedies
26 recoverable under PAGA relating to the failure to maintain accurate employment
27 records or provide such to employees upon request; all claims for remedies recoverable
28 under PAGA relating to the reimbursement of necessary business expenses or failure to

1 do so; all claims for remedies recoverable under PAGA relating to the unlawful
2 deduction of wages; all claims for remedies recoverable under PAGA relating to the
3 failure to provide and/or adequately compensate employees for paid sick leave and/or
4 COVID-19 supplemental paid sick leave; all claims for remedies recoverable under
5 PAGA relating to the failure to pay reporting time pay; all claims for remedies
6 recoverable under PAGA relating to vacation pay, including the failure to pay vacation
7 pay (or other paid time off) during employment or upon separation; all claims for
8 remedies recoverable under PAGA for the failure to provide suitable seating pursuant
9 to the obligation imposed by applicable IWC Wage Order(s); all claims for remedies
10 recoverable under PAGA for the failure to comply with Labor Code §2810.5; all claims
11 for remedies recoverable under PAGA for whistleblower retaliation violations,
12 including violations of Labor Code §§232, 232.5, and 1102.5; all claims for remedies
13 recoverable under PAGA for violations of law associated with the alleged prevention
14 by Defendants of employees engaging in lawful conduct during non-work hours,
15 including violations of Labor Code §§96(k), 98.6, 232, 232.5, and 1197.5(k).

16 5.4.2. All claims for remedies under PAGA provided for in or due as a result of a
17 violation of §§96, 98.6, 201, 202, 203, 204, 204b, 208, 210, 218.5, 218.6, 221, 223,
18 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 246, 248, 248.2, 248.5, 248.6, 432,
19 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2,
20 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2802, 2810.5; and any provision in any
21 applicable wage orders governing matters involving the released claims discussed above
22 in Paragraphs 5.4 and 5.4.1.

23 5.4.3. All remedies under PAGA associated with any of the claims described in
24 Paragraphs 5.4 through 5.4.2 herein.

25 5.5. Construction. The Parties intend that this release be construed as broadly as possible. The
26 release excludes the release of claims not permitted by law and as already specified in this
27 Agreement at Paragraphs 5.2 and 5.2.1. Additionally, except as set forth in Paragraphs 5.3,
28 through 5.3.3 of this Agreement, Participating Class Members do not release any other claims,

1 including claims for vested benefits, wrongful termination, violation of the Fair
2 Employment and Housing Act, unemployment insurance, disability, social
3 security, workers' compensation, or claims based on facts occurring outside the Class Period.

4 5.6. Resolution of Good Faith Dispute. The Parties warrant and represent that the releases for
5 Participating Class Members and Aggrieved Employees resolve, pursuant to Labor Code §§206
6 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.*
7 (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed by
8 Defendants to Participating Class Members / Aggrieved Employees through their last day of
9 employment with or assignment to Defendants, or any of them, within the Class Period and
10 PAGA Period. The Parties further warrant and represent that the payment(s) described in this
11 Agreement are in addition to any undisputed wages and other benefits owed to Participating Class
12 Members and/or Aggrieved Employees by Released Parties.

13 **6. MOTION FOR PRELIMINARY APPROVAL**

14 6.1. Defendants' Declaration in Support of Preliminary Approval. Within 30 days of full
15 execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed
16 declaration from Defendants and Defense Counsel attesting that Defendants and/or Defendants'
17 managing agents do not have an ownership or business interest in the Cy Pres Recipient and
18 disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator
19 and Cy Pres Recipient. Defendants shall also be responsible for complying with all aspects of the
20 Court's requirements, if any, pertaining to the Cy Pres Recipient.

21 6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
22 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
23 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
24 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
25 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
26 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
27 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting
28 to its willingness to serve; competency; operative procedures for protecting the security of Class

1 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
2 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
3 and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense
4 Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve
5 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
6 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
7 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
8 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
9 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
10 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
11 Members and the Administrator. Class Counsel shall provide Defense Counsel drafts of these
12 materials at least five days prior to the scheduled filing date, or if there is no scheduled filing
13 date, within five days prior to the filing of the paperwork.

14 6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and
15 filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining
16 a prompt hearing date for the Motion for Preliminary Approval; for appearing in Court to
17 advocate in favor of the Motion for Preliminary Approval; and, for delivering the Court's
18 Preliminary Approval to the Administrator.

19 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
20 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
21 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
22 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
23 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
24 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
25 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
26 Court's concerns. The Parties shall have the continuing obligation to seek preliminary approval
27 consistent with the terms of this Agreement, until the Effective Date occurs. However, no Party
28 shall be obligated to consent to any material change (including but not limited to changes to the

1 Gross Settlement Amount or the releases set forth herein) in the Agreement, whether or not such
2 material change is caused or requested by the Court. Such obligation shall only cease upon the
3 written consent of all Parties.

4 **7. SETTLEMENT ADMINISTRATION**

5 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement
6 Administrators to serve as the Administrator and Plaintiffs have verified that, as a condition of
7 appointment, Phoenix Settlement Administrators agree to be bound by this Agreement and to
8 perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of
9 Administration Expenses. The Parties and their Counsel represent that they have no interest or
10 relationship, financial or otherwise, with the Administrator other than a professional relationship
11 arising out of prior experiences administering settlements.

12 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
13 Identification Number for purposes of calculating payroll tax withholdings and providing reports
14 to state and federal tax authorities.

15 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
16 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
17 468B-1.

18 7.4. Notice to Class Members

19 7.4.1. No later than three (3) business days after receipt of the Class Data, the
20 Administrator shall notify Class Counsel that the list has been received and state the
21 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
22 Class Data.

23 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
24 days after receiving the Class Data, the Administrator will send to all Class Members
25 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
26 the Class Notice with Spanish translation, substantially in the form attached to this
27 Agreement as **Exhibit A**. The Class Notice shall prominently estimate the dollar amounts
28 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class

1 Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to
2 calculate these amounts. Before mailing Class Notices, the Administrator shall update Class
3 Member addresses using the National Change of Address database.

4 7.4.3. Not later than three business days after the Administrator's receipt of any Class
5 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
6 Notice using any forwarding address provided by the USPS. If the USPS does not
7 provide a forwarding address, the Administrator shall conduct a Class Member Address
8 Search, and re-mail the Class Notice to the most current address obtained. The
9 Administrator has no obligation to make further attempts to locate or send Class Notice
10 to Class Members whose Class Notice is returned by the USPS a second time.

11 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
12 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
13 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
14 notice is re-mailed. The Administrator will inform the Class Member of the extended
15 deadline with the re-mailed Class Notice.

16 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
17 discovers any persons who believe they should have been included in the Class Data
18 and should have received Class Notice, the Parties will expeditiously meet and confer,
19 and in good faith, in an effort to agree on whether to include them as Class Members.
20 If the Parties agree, such persons will be Class Members entitled to the same rights as
21 other Class Members, and the Administrator will send, via email or overnight delivery,
22 a Class Notice requiring them to exercise options under this Agreement not later than
23 15 days after receipt of Class Notice, or the deadline dates in the Class Notice,
24 whichever are later.

25 7.5. Requests for Exclusion (Opt-Outs).

26 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
27 must send the Administrator, by mail, a signed written Request for Exclusion not later
28 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days

1 for Class Members whose Class Notice is re-mailed). To be valid, a Request for
2 Exclusion must be timely postmarked by the Response Deadline.

3 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
4 fails to contain all the information specified in the Class Notice. The Administrator
5 shall accept any Request for Exclusion as valid if the Administrator can reasonably
6 ascertain the identity of the person as a Class Member and the Class Member's desire
7 to be excluded. The Administrator's determination shall be final and not appealable or
8 otherwise susceptible to challenge. If the Administrator has reason to question the
9 authenticity of a Request for Exclusion, the Administrator may demand additional proof
10 of the Class Member's identity. The Administrator's determination of authenticity shall
11 be final and not appealable or otherwise susceptible to challenge.

12 7.5.3. Every Class Member who does not submit a timely and valid Request for
13 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
14 to all benefits and bound by all terms and conditions of the Settlement, including the
15 Participating Class Members' Releases under Paragraphs 5.1, and 5.3 through 5.3.3 of
16 this Agreement, regardless whether the Participating Class Member actually receives
17 the Class Notice, negotiates his/her payment, or objects to the Settlement.

18 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
19 Non-Participating Class Member and shall not receive an Individual Class Payment or
20 have the right to object to the class action components of the Settlement. Because future
21 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
22 Participating Class Members who are Aggrieved Employees are deemed to release the
23 claims identified in Paragraphs 5.1, and 5.4 through 5.4.3 of this Agreement and are
24 eligible for an Individual PAGA Payment.

25 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
26 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
27 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
28 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge

1 the allocation by communicating with the Administrator via mail. The Administrator must
2 encourage the challenging Class Member to submit supporting documentation. In the absence
3 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
4 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
5 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
6 Periods shall be final and not appealable or otherwise susceptible to challenge. The
7 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
8 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
9 the challenges.

10 **7.7. Objections to Settlement.**

11 7.7.1. Only Participating Class Members may object to the class action components of
12 the Settlement and/or this Agreement, including contesting the fairness of the
13 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
14 Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

15 7.7.2. Participating Class Members may send written objections to the Administrator, by
16 mail. In the alternative, Participating Class Members may appear in Court (or hire an
17 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
18 A Participating Class Member who elects to send a written objection to the
19 Administrator must do so not later than 45 days after the Administrator's mailing of the
20 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
21 mailed).

22 7.7.3. Non-Participating Class Members have no right to object to any of the class action
23 components of the Settlement.

24 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
25 performed or observed by the Administrator contained in this Agreement or otherwise.

26 7.8.1. **Website, Email Address and Toll-Free Number.** The Administrator will maintain
27 and use an internet website to post information of interest to Class Members including
28 the date, time and location for the Final Approval Hearing and copies of the Settlement

1 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
2 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
3 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
4 the Final Approval and the Judgment. The Administrator will also maintain and monitor
5 an email address and a toll-free telephone number to receive Class Member calls and
6 emails.

7 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
9 Not later than 5 days after the expiration of the deadline for submitting Requests for
10 Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the
11 names and other identifying information of Class Members who have timely submitted
12 valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
13 information of Class Members who have submitted invalid Requests for Exclusion; (c)
14 copies of all Requests for Exclusion from Settlement submitted (whether valid or
15 invalid). The Administrator shall provide the same information to Class Counsel, but
16 shall exclude references to each employees’ contact information and social security
17 number.

18 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
19 reports to Class Counsel and Defense Counsel that, among other things, tally the number
20 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
21 Exclusion (whether valid or invalid) received, objections received, challenges to
22 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
23 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
24 Weekly Reports must include provide the Administrator’s assessment of the validity of
25 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
26 received.

27 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
28 address and make final decisions consistent with the terms of this Agreement on all

1 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
2 Administrator's decision shall be final and not appealable or otherwise susceptible to
3 challenge.

4 7.8.5. Administrator's Declaration. Before the date by which Plaintiffs are required to
5 file the Motion for Final Approval of the Settlement, the Administrator will provide to
6 Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting
7 to its due diligence and compliance with all of its obligations under this Agreement,
8 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
9 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
10 number of Requests for Exclusion from Settlement it received (both valid or invalid),
11 the number of written objections and attach the Exclusion List. The Administrator will
12 supplement its declaration as needed or requested by the Parties and/or the Court. Class
13 Counsel is responsible for filing the Administrator's declaration(s) in Court.

14 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
15 disburses all funds in the Gross Settlement Amount, the Administrator will provide
16 Class Counsel and Defense Counsel with a final report detailing its disbursements by
17 employee identification number only of all payments made under this Agreement. At
18 least seven days before any deadline set by the Court, the Administrator will prepare,
19 and submit to Class Counsel and Defense Counsel, a signed declaration suitable for
20 filing in Court attesting to its disbursement of all payments required under this
21 Agreement. Class Counsel is responsible for filing the Administrator's declaration in
22 Court.

23 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

24 8.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their
25 records, Defendants estimate there are approximately 1,100 Class Members who collectively
26 worked a total of 95,000 Workweeks, and 700 Aggrieved Employees who worked a total of
27 47,500 PAGA Pay Periods.

28 8.2. Increase in Workweeks. Defendants represent that there are no more than 95,000

1 Workweeks worked during the Class Period. If the number of Workweeks worked by Class
2 Members exceeds 95,000 by 10% by Preliminary Approval (i.e., 104,500), (“the Pro Rata
3 Increase Threshold”), the Gross Settlement Amount will increase pro rata per additional
4 Workweek above 104,500 (e.g., $95,000 + [.1 * 95,000]$), but only to the extent Defendants do
5 not choose a date earlier than Preliminary Approval as the end of the Class Period to avoid any
6 pro rata increase. If the Pro Rata Increase Threshold is triggered, Defendants shall have the
7 exclusive right to end the Class Period on the date the number of Workweeks reaches 104,500.
8 The PAGA Period shall end on the same date as the Class Period, regardless of whether
9 Defendants choose to end the Class Period or pay the pro rata increase. Thus, for example, should
10 the number of Workweeks during the Class Period increase by 11% (i.e., 10,450 Workweeks),
11 and Defendants elect to increase the Gross Settlement Amount, then the Gross Settlement
12 Amount shall be increased by 1% (i.e., \$24,500 for an increased Gross Settlement Amount of
13 \$2,474,500).

14 **9. DEFENDANTS’ RIGHT TO WITHDRAW**

15 9.1. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds
16 five-percent (5%) of the total of all Class Members, Defendants may, but are not obligated, elect
17 to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement
18 shall be void ab initio, have no force or effect whatsoever, and that none of the Parties will have
19 any further obligation to perform under this Agreement; provided, however, Defendants will
20 remain responsible for paying all Settlement Administration Expenses incurred to that point.
21 Defendants must notify Class Counsel and the Court of its election to withdraw not later than 14
22 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will
23 have no effect.

24 **10. MOTION FOR FINAL APPROVAL**

25 10.1. Plaintiffs’ Responsibilities. Prior to the calendared Final Approval Hearing, Plaintiffs will
26 file in Court, a motion for final approval of the Settlement that includes a request for approval of
27 the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order
28 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide

1 drafts of these documents to Defense Counsel at least five days prior to filing the Motion for
2 Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in
3 good faith, to resolve any disagreements concerning the Motion for Final Approval.

4 10.2. Response to Objections. Each Party retains the right to respond to any objection raised
5 by a Participating Class Member, including the right to file responsive documents in Court no
6 later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
7 by the Court.

8 10.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
9 Approval on any material change to the Settlement (including, but not limited to, the scope of
10 release to be granted by Class Members), the Parties will expeditiously work together in good
11 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
12 Approval. The Court's decision to award less than the amounts requested for the Class
13 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation
14 Expenses Payment, or Administrator Expenses Payment, shall not constitute a material
15 modification to the Agreement within the meaning of this paragraph. The Parties shall have the
16 continuing obligation to seek final approval consistent with the terms of this Agreement, until
17 the Effective Date occurs. However, no Party shall be obligated to consent to any material change
18 (including but not limited to changes to the Gross Settlement Amount or the releases set forth
19 herein) in the Agreement, whether or not such material change is caused or requested by the
20 Court. Such obligation shall only cease upon the written consent of all Parties.

21 10.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
22 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
23 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
24 and (iii) addressing such post-Judgment matters as are permitted by law.

25 10.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
26 conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
27 Members who did not object to the Settlement as provided in this Agreement, waive all rights to
28 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the

1 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
2 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
3 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
4 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
5 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
6 10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
7 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
8 modification of this Agreement (including, but not limited to, the scope of release to be granted
9 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
10 expeditiously work together in good faith to address the appellate court's concerns and to obtain
11 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
12 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
13 the Court's award of the Class Representative Service Payments or any payments to Class
14 Counsel shall not constitute a material modification of the Judgment within the meaning of this
15 paragraph, as long as the Gross Settlement Amount remains unchanged.

16 **11. DISMISSAL OF RELATED ACTION**

17 11.1. Upon the successful filing of the Second Amended Complaint, Plaintiffs in the related
18 action filed by Plaintiff Perez et al. in the Riverside County Superior Court, Case No.
19 CVRI2104791, shall seek dismissal of that action in full, without prejudice.

20 **12. AMENDED JUDGMENT**

21 12.1. If any amended judgment is required under Code of Civil Procedure section 384, the
22 Parties will work together in good faith to jointly submit and a proposed amended judgment.

23 **13. ADDITIONAL PROVISIONS**

24 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other
25 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
26 Nothing in this Agreement is intended or should be construed as an admission by Defendants
27 that any of the allegations in the Operative Complaint have merit or that Defendants have any
28 liability for any claims asserted; nor should it be intended or construed as an admission by

1 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
2 certification and representative treatment is for purposes of this Settlement only. If, for any
3 reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
4 Defendants reserve the right to contest certification of any class for any reasons, and Defendants
5 reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move
6 for class certification on any grounds available and to contest Defendants' defenses. The
7 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
8 and will not be admissible in connection with, any litigation (except for proceedings to enforce
9 or effectuate the Settlement and this Agreement).

10 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel separately
11 agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of
12 them will not disclose, disseminate and/or publicize, or cause or permit another person to
13 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
14 specifically or generally, to any person, corporation, association, government agency, or other
15 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
16 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary
17 to report income to appropriate taxing authorities; (4) in response to a court order or subpoena;
18 or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each
19 Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or
20 subpoena seeking such information. Plaintiffs and Class Counsel separately agree not to, directly
21 or indirectly, initiate any conversation or other communication, before the filing of the Motion
22 for Preliminary Approval, any with third party regarding this Agreement or the matters giving
23 rise to this Agreement except to respond only that "the matter was resolved," or words to that
24 effect. This paragraph does not restrict Class Counsel's communications with Class Members in
25 accordance with Class Counsel's ethical obligations owed to Class Members.

26 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and
27 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
28 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's

1 ability to communicate with Class Members in accordance with Class Counsel's ethical
2 obligations owed to Class Members, nor shall this paragraph be construed to restrict Defendants'
3 or Defense Counsel's ability to communicate with Class Members for purposes of informing
4 them about this Settlement and its procedures.

5 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
6 together with its attached exhibits shall constitute the entire agreement between the Parties
7 relating to the Class and PAGA Settlement only, superseding any and all oral or written
8 representations, warranties, covenants, or inducements made to or by any Party relating to the
9 Class and PAGA Settlement only. Any settlement of Plaintiff Perez's claims under FEHA shall
10 be the subject of a separate Agreement and this Agreement does not in any way supersede the
11 parties' written agreement(s) as to the settlement of Plaintiff Perez's claims for wrongful
12 termination and any and all related claims under FEHA.

13 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
15 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
16 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
17 terms of this Agreement including any amendments to this Agreement.

18 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
19 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
20 Settlement Agreement, submitting supplemental evidence and supplementing points and
21 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
22 or content of any document necessary to implement the Settlement, or on any modification of the
23 Agreement that may become necessary to implement the Settlement, the Parties will seek the
24 assistance of a mediator and/or the Court for resolution. However, no Party shall be obligated to
25 consent to any material change (including but not limited to changes to the Gross Settlement
26 Amount or the releases set forth herein) in the Agreement, whether or not such material change
27 is caused or requested by the Court. Such obligation shall only cease upon the written consent of
28 all Parties.

1 13.7. No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 13.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
8 Part 10, as amended) or otherwise.

9 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed or agreed to by all
11 Parties or their representatives, and approved by the Court. Plaintiffs and Defendant expressly
12 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
13 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
14 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
15 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
16 the use of signatures previously provided by the Parties.

17 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
18 the benefit of, the successors of each of the Parties.

19 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the state of California, without
21 regard to conflict of law principles.

22 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
23 this Agreement. This Agreement will not be construed against any Party on the basis that the
24 Party was the drafter or participated in the drafting

25 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
26 during Action and in this Agreement relating to the confidentiality of information shall survive
27 the execution of this Agreement

28 13.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code

1 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
2 in connection with the mediation, other settlement negotiations, or in connection with the
3 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
4 be used in any way that violates any existing contractual agreement, statute, or rule of court.

5 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
6 inserted for convenience of reference only and does not constitute a part of this Agreement.

7 13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
8 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
9 weekend or federal legal holiday, such date or deadline shall be on the first business day
10 thereafter.

11 13.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts,
12 electronically (i.e., DocuSign), or by email which for purposes of this Agreement shall be
13 accepted as an original. All executed counterparts and each of them will be deemed to be one
14 and the same instrument if counsel for the Parties will exchange between themselves signed
15 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
16 and contents of this Agreement.

17 13.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
18 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
19 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
20 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
21 process.

22 13.19. Severability. In the event that one or more of the provisions contained in this Agreement
23 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
24 illegality, or unenforceability shall in no way effect any other provision if Defendants’ Counsel
25 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
26 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
27 Agreement.

28 ///

IT IS SO AGREED:

Plaintiff, Adalberto Perez

Date: _____

Signature: _____

Plaintiff, Julio Vasquez

Date: 11 / 18 / 2025

Signature:  _____

Plaintiff, Joseph Mitchell

Date: _____

Signature: _____

Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

AGREED AS TO FORM ONLY:

BIBIYAN LAW GROUP, P.C.

Attorneys for Plaintiffs Adalberto Perez,
Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

Date: _____

Signature: _____

J. GILL LAW GROUP, P.C.

Attorneys for Plaintiffs Adalberto Perez,
Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

Date: _____

Signature: _____

D. LAW, INC.

Attorneys for Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

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IT IS SO AGREED:

Plaintiff, Adalberto Perez Date: 11 / 20 / 2025

Signature: Adalberto Perez Garcia

Plaintiff, Julio Vasquez Date:

Signature:

Plaintiff, Joseph Mitchell Date:

Signature:

Plaintiff, Alfredo Rivera Date:

Signature:

AGREED AS TO FORM ONLY:

BIBIYAN LAW GROUP, P.C.
Attorneys for Plaintiffs Adalberto Perez, Date:

Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

Signature:

J. GILL LAW GROUP, P.C.
Attorneys for Plaintiffs Adalberto Perez, Date:

Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

Signature:

D. LAW, INC.
Attorneys for Plaintiff, Alfredo Rivera Date:

Signature:

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IT IS SO AGREED:

Plaintiff, Adalberto Perez

Date: _____

Signature: _____

Plaintiff, Julio Vasquez

Date: _____

Signature: _____

Plaintiff, Joseph Mitchell

Date: 11 / 21 / 2025

Signature: *Mitchell, Joseph*

Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

AGREED AS TO FORM ONLY:

BIBIYAN LAW GROUP, P.C.

Attorneys for Plaintiffs Adalberto Perez,
Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

Date: _____

Signature: _____

J. GILL LAW GROUP, P.C.

Attorneys for Plaintiffs Adalberto Perez,
Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

Date: _____

Signature: _____

D. LAW, INC.

Attorneys for Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

IT IS SO AGREED:

Plaintiff, Adalberto Perez

Date: _____

Signature: _____

Plaintiff, Julio Vasquez

Date: _____

Signature: _____

Plaintiff, Joseph Mitchell

Date: _____

Signature: _____

Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

Defendant, Hollandia Farms, Inc.

Date: 11-28-2025

Signature: *Peter deJong*
Peter deJong (Nov 28, 2025 06:37:35 PST)

Defendant, Hollandia Dairy, Inc.

Date: _____

Signature: _____

Defendant, Hollandia Farms North, Inc.

Date: _____

Signature: _____

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IT IS SO AGREED:

Plaintiff, Adalberto Perez

Date: _____

Signature: _____

Plaintiff, Julio Vasquez

Date: _____

Signature: _____

Plaintiff, Joseph Mitchell

Date: _____

Signature: _____

Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

Defendant, Hollandia Farms, Inc.

Date: _____

Signature: Patricia Schuler

Defendant, Hollandia Dairy, Inc.

Date: 12-17-25

Signature: _____

Defendant, Hollandia Farms North, Inc.

Date: _____

Signature: _____

IT IS SO AGREED:

Plaintiff, Adalberto Perez

Date: _____

Signature: _____

Plaintiff, Julio Vasquez

Date: _____

Signature: _____

Plaintiff, Joseph Mitchell

Date: _____

Signature: _____

Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

Defendant, Hollandia Farms, Inc.

Date: _____

Signature: _____

Defendant, Hollandia Dairy, Inc.

Date: _____

Signature: _____

Defendant, Hollandia Farms North, Inc.

Date: 1-5-2026

Signature: 

IT IS SO AGREED:

Plaintiff, Adalberto Perez

Date: _____

Plaintiff, Julio Vasquez

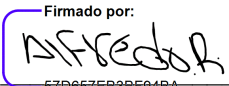
Date: 11 / 18 / 2025

Plaintiff, Joseph Mitchell

Date: _____

Plaintiff, Alfredo Rivera

Date: January 7, 2026

Signature: 
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AGREED AS TO FORM ONLY:

BIBIYAN LAW GROUP, P.C.

Attorneys for Plaintiffs Adalberto Perez,
Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

Date: _____

Signature: _____

J. GILL LAW GROUP, P.C.

Attorneys for Plaintiffs Adalberto Perez,
Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

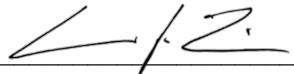
Date: _____

Signature: _____

D. LAW, INC.

Attorneys for Plaintiff, Alfredo Rivera

Date: January 7, 2026

Signature: 

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AGREED AS TO FORM ONLY:

BIBIYAN LAW GROUP, P.C.
Attorneys for Plaintiffs Adalberto Perez,
Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

Date: _____

Signature: _____

J. GILL LAW GROUP, P.C.
Attorneys for Plaintiffs Adalberto Perez,
Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

Date: _____

Signature: _____

D. LAW, INC.
Attorneys for Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

**DAVID YAREMENIAN &
ASSOCIATES, INC.**
Attorneys for Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

BACKSTROM LABOR LAW
Attorneys for Defendants, Hollandia Dairy,
Inc., Hollandia Farms North, Inc., and
Hollandia Farms, Inc.

Date: _____

Signature: _____

**SAGASER, WATKINS & WIELAND,
P.C.**
Attorneys for Defendant, Hollandia Farms,
Inc.

Date: January 8, 2026

Signature:  _____

IT IS SO AGREED:

Plaintiff, Adalberto Perez

Date: _____

Signature: _____

Plaintiff, Julio Vasquez

Date: _____

Signature: _____

Plaintiff, Joseph Mitchell

Date: 11 / 21 / 2025

Signature: Mitchell, Joseph

Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

AGREED AS TO FORM ONLY:

BIBIYAN LAW GROUP, P.C.

Attorneys for Plaintiffs Adalberto Perez,
Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

Date: 1/14/26

Signature: Vedang J. Patel

J. GILL LAW GROUP, P.C.

Attorneys for Plaintiffs Adalberto Perez,
Joseph Mitchell, Julio A. Vasquez, and
Alfredo Rivera

Date: 01/16/2026

Signature: Jasmin K. Gill

D. LAW, INC.

Attorneys for Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

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**DAVID YAREMENIAN &
ASSOCIATES, INC.**
Attorneys for Plaintiff, Alfredo Rivera

Date: January 7, 2026

Signature: 

BACKSTROM LABOR LAW
Attorneys for Defendants, Hollandia Dairy,
Inc., Hollandia Farms North, Inc., and
Hollandia Farms, Inc.

Date: January 14, 2026

Signature: 

**SAGASER, WATKINS & WIELAND,
P.C.**
Attorneys for Defendant, Hollandia Farms,
Inc.

Date: _____

Signature: _____

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**DAVID YAREMENIAN &
ASSOCIATES, INC.**
Attorneys for Plaintiff, Alfredo Rivera

Date: _____

Signature: _____

BACKSTROM LABOR LAW
Attorneys for Defendants, Hollandia Dairy,
Inc., Hollandia Farms North, Inc., and
Hollandia Farms, Inc.

Date: _____

Signature: _____

**SAGASER, WATKINS & WIELAND,
P.C.**
Attorneys for Defendant, Hollandia Farms,
Inc.

Date: _____

Signature: _____

Exhibit A

NOTICE OF PROPOSED CLASS ACTION AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Adalberto Perez, et al. v. Hollandia Farms, Inc., et al.
(County of Kings, California Superior Court Case No. 22C-0302)

As a current or former non-exempt, hourly-paid employee for Hollandia Dairy, Inc., Hollandia Farms North, Inc., and/or Hollandia Farms, Inc. in California, 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 have received this Notice of Class Action and PAGA Action Settlement because the records of Hollandia Dairy, Inc., Hollandia Farms North, Inc., and/or Hollandia Farms, Inc. (“Defendants”) show you are a “Class Member” and/or an “Aggrieved Employee” and are therefore entitled to a payment from this class action and PAGA action settlement. Class Members are all persons currently or formerly employed by any of the Defendants in California and classified as non-exempt, hourly-paid employee, who worked for any of the Defendants during the period of October 20, 2017, through [Preliminary Approval] (“Class Period”). Aggrieved Employees are all persons currently or formerly employed by any of the Defendants in California and classified as non-exempt, hourly-paid employee, who worked for any of the Defendants during the period of October 20, 2020, through [Preliminary Approval] (“PAGA Period”).

- The settlement resolves two class action and PAGA lawsuits, *Alfredo Rivera, et al. v. Hollandia Farms, Inc., et al.* and *Adalberto Perez, et al. v. Hollandia Dairy, Inc. et al.* (the “Lawsuits”), which allege Defendants, among other things: failed to pay Class Members overtime wages, failed to pay Class Members minimum wages, failed to provide Class Members legally-compliant meal breaks under California law, failed to provide Class Members legally-compliant rest and/or recovery breaks under California law, failed to pay all vacation wages, failed to properly accrue and pay sick leave, failed to timely pay all wages due upon termination or resignation, failed to provide Class Members with legally compliant wage statements, failed to keep accurate payroll records, and engaged in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorney Generals Act (“PAGA”).
- Defendants vigorously deny the claims in the Lawsuits and contend that they fully complied with all applicable laws.
- The parties have agreed to settle this matter to avoid uncertainty, inconvenience, disruption to business, and the expense of protracted litigation.
- On [REDACTED], the Kings County Superior Court granted preliminary approval of this class action and PAGA action settlement and ordered that all Class Members be notified of the settlement. The Court has not made any determination of the validity of the claims in the Lawsuits.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuits.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	released by the settlement of the Lawsuits. If you worked during the PAGA Period, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) regardless of whether you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out of the class action settlement, you may write to the settlement administrator, Phoenix Settlement Administrators (“Settlement Administrator”), about why you object to the settlement and they will forward your concerns to counsel, who will then provide your objection to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. Regardless of whether you submit a written objection, you or your attorney may also address the Court during the final approval hearing scheduled for [DATE AND TIME] in the Kings County Superior Court, located at 1640 Kings County Drive, Dept. 2, Hanford, California 93230.

The final fairness and approval hearing on the adequacy, reasonableness, and fairness of the settlement will be held at [REDACTED] .m. on [REDACTED], in the Kings County Superior Court, located at 1640 Kings County Drive, Dept. 2, Hanford, California 93230. You are not required to attend the hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for any of the Defendants, as a non-exempt, hourly-paid employee in California during the period of October 20, 2017 through [Preliminary Approval]. You were sent this Class Notice because you have a right to know about a proposed settlement of the lawsuits, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement, a Settlement Administrator appointed by the Court will make the payments described in this Notice once the cases are fully resolved. This Notice explains the Lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Adalberto Perez, Joseph Mitchell, Julio A. Vasquez, and Alfredo Rivera were non-exempt, hourly-paid employees for Defendants in California. They are the “Plaintiffs” in these cases and are suing on behalf of themselves, Class Members, and Aggrieved Employees for Defendants’ alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide legally-compliant meal and rest breaks under California law, failure to pay all vacation wages, failure to properly accrue and pay sick leave, failure to keep accurate payroll records, failure to provide compliant wage statements, failure to timely pay all wages due upon termination or resignation, and engagement in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under the California Labor Code Private Attorney Generals Act.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Defendants deny all of the allegations made by Plaintiffs and deny that they violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this settlement. The Court will decide whether to give final approval to the settlement at the final fairness and approval hearing.

Summary of the Settlement Terms

Plaintiffs and Defendants have agreed to settle these cases on behalf of themselves and the Class Members and Aggrieved Employees for the gross settlement amount of \$2,450,000.00 ("Gross Settlement Amount"), subject to a potential increase ("Agreement"). The Gross Settlement Amount includes: (1) administration fees and costs of up to \$15,000.00; (2) a service payment of up to \$7,500.00 to each of the Plaintiffs, Adalberto Perez, Joseph Mitchell, Julio A. Vasquez, and Alfredo Rivera, for a total of up to \$30,000.00, for their time and effort in pursuing this case and in exchange for a broader release of claims against Defendants; (3) up to 35% in attorneys' fees which is estimated to be \$857,500.00, unless the Gross Settlement Amount is increased pursuant to the Agreement; (4) actual litigation costs up to \$100,000.00 to Class Counsel; and (5) payment allocated to PAGA penalties in the amount of \$50,000.00, \$37,500.00 of which will be payable to the Labor and Workforce Development Agency ("LWDA") and \$12,500.00 of which will be payable to Aggrieved Employees. After deducting these sums, a total of approximately \$ [REDACTED] 00 will be available for distribution to Class Members ("Net Settlement Amount"). An additional \$12,500.00 will be payable to and divided among Aggrieved Employees on a *pro rata* pay period basis. In addition to the Gross Settlement Amount, Defendants will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. Per the terms of the Settlement, Defendants will have paid the full sum of the Gross Settlement Amount no later than [REDACTED], 2026.

Distribution to Class Members and Aggrieved Employees

Class Members who do not opt out will receive a *pro rata* payment based on the number of workweeks worked by all Participating Class Members for Defendants during the Class Period. Specifically, to determine each Participating Class Member's Individual Class Payment, the Settlement Administrator will use the following formula: Individual Class Payment = (Net Settlement Amount ÷ total number of Participating Class Members' Workweeks) x each Participating Class Member's Workweeks. In addition, Aggrieved Employees who worked during the PAGA Period will receive a *pro rata* share of the \$12,500 allocated as PAGA penalties, whether or not they opt out of the class action settlement, based on the number of PAGA Pay Periods worked by the Aggrieved Employees for Defendants during the PAGA Period. Specifically, to determine each Participating Class Member's Individual PAGA Payment, the Settlement Administrator will use the following formula: Individual PAGA Payment = (\$12,500.00 ÷ total number of Aggrieved Employees' PAGA Pay Periods) x each Aggrieved Employee's PAGA Pay Periods.

Defendants' records indicate that you worked [REDACTED] as a non-exempt, hourly-paid employee in California during the Class Period and [REDACTED] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [REDACTED] and your estimated payment for PAGA civil penalties as an Aggrieved Employee would be [REDACTED]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [REDACTED]. Please include any documentation you have that you contend supports your dispute. This is an estimate and is subject to change.

Tax Reporting

100% of the payments to Aggrieved Employees made for settlement of claims under PAGA will be allocated as non-wages reported on an IRS Form 1099; 2.5% of each Class Member's settlement payment will be allocated as wages and reported on an IRS Form W-2; and 97.5% of each Class Member's settlement payment will be allocated as non-

Questions? Contact the Settlement Administrator toll free at [REDACTED]

wages reported on an IRS Form 1099. **This notice is not intended to provide legal or tax advice on your settlement share.**

Your Options Under the Settlement

Option 1 – *Do Nothing and Receive Your Payment*

If you do not opt out, you are automatically entitled to your settlement check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Settlement payment checks must be cashed soon after receipt. The settlement checks will be able to be cashed for 180 days after they are issued. After the expiration of the 180-day period, the settlement checks will no longer be able to be cashed. Any funds represented by settlement checks remaining uncashed for more than 180 days after issuance shall be considered unpaid, unclaimed or abandoned funds and shall be transmitted in pro rata amounts to the Visalia and San Diego Rescue Missions.

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendants Hollandia Dairy, Inc., Hollandia Farms North, Inc., and/or Hollandia Farms, Inc., together with their present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present and former owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for claims released by Plaintiffs, or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor Code §558.1, or on a joint-employer, alter-ego, successor, or other similar theory of liability (the “Released Parties”) of all Released Class Claims and Released PAGA Claims (defined below) that he or she may have or had upon final approval of this settlement and entry of judgment.

“Released Class Claims” means all claims assertable on an individual or class basis that Plaintiffs alleged, or could have alleged, based on the facts pled in the Operative Second Amended Complaint, and which arose or existed during the Class Period. Without limiting the foregoing, Released Class Claims shall include: all claims relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation, whether due by virtue of weekly, daily, or seventh day overtime rules); all claims related to the timeliness of wage payments (whether regular or final wages); all claims relating to the failure to provide compliant meal, rest, and recovery periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements, including the failure to provide wage statements at all and/or wage statements that are complete and accurate; all claims relating to the failure to maintain accurate employment records or provide such to employees upon request; all claims relating to the reimbursement of necessary business expenses or failure to do so; all claims relating to the unlawful deduction of wages; all claims relating to the failure to provide and/or adequately compensate employees for paid sick leave and/or COVID-19 supplemental paid sick leave; all claims relating to the failure to pay reporting time pay; all claims relating to vacation pay, including the failure to pay vacation pay (or other paid time off) during employment or upon separation; and all claims relating to unfair business practices resulting from any of the foregoing; all claims arising under California Labor Code §§201, 202, 203, 204, 204b, 210, 218.5, 218.6, 221, 223, 225.5, 226, 226.7, 227.3, 246, 510, 512, 558, 558.1, 1194, 1194.2, 1197, 2802; and any provision in any applicable wage orders governing matters involving the released claims discussed herein; California Business and Professions Code §§17200-17208; California Civil Code §§3287, 3288, and 3289; California Code of Civil Procedure §1021.5; and related claims under the applicable

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

provisions of the Fair Labor Standards Act (29 U.S.C. §§201, et seq.); and all remedies associated with any of the claims described herein, including but not limited to compensatory, consequential, incidental, liquidated, and punitive damages; statutory penalties; restitution; interest; costs; attorneys' fees; injunctive or other equitable relief.

“Released PAGA Claims”, which applies to all Aggrieved Employees, means all claims assertable under PAGA and that Plaintiffs alleged, or could have alleged, based on the facts pled in the Operative Second Amended Complaint or Plaintiffs’ PAGA Notices, and which arose or existed during the PAGA Period. Without limiting the foregoing, Released PAGA Claims shall include: All claims for remedies recoverable under PAGA relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation, whether due by virtue of weekly, daily, or seventh day overtime rules); all claims for remedies recoverable under PAGA related to the timeliness of wage payments (whether regular or final wages); all claims for remedies recoverable under PAGA relating to the failure to provide compliant meal, rest, and recovery periods; all claims for remedies recoverable under PAGA relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims for remedies recoverable under PAGA relating to the provision of wage statements, including the failure to provide wage statements at all and/or wage statements that are complete and accurate; all claims for remedies recoverable under PAGA relating to the failure to maintain accurate employment records or provide such to employees upon request; all claims for remedies recoverable under PAGA relating to the reimbursement of necessary business expenses or failure to do so; all claims for remedies recoverable under PAGA relating to the unlawful deduction of wages; all claims for remedies recoverable under PAGA relating to the failure to provide and/or adequately compensate employees for paid sick leave and/or COVID-19 supplemental paid sick leave; all claims for remedies recoverable under PAGA relating to the failure to pay reporting time pay; all claims for remedies recoverable under PAGA relating to vacation pay, including the failure to pay vacation pay (or other paid time off) during employment or upon separation; all claims for remedies recoverable under PAGA for the failure to provide suitable seating pursuant to the obligation imposed by applicable IWC Wage Order(s); all claims for remedies recoverable under PAGA for the failure to comply with Labor Code §2810.5; all claims for remedies recoverable under PAGA for whistleblower retaliation violations, including violations of Labor Code §§232, 232.5, and 1102.5; all claims for remedies recoverable under PAGA for violations of law associated with the alleged prevention by Defendants of employees engaging in lawful conduct during non-work hours, including violations of Labor Code §§96(k), 98.6, 232, 232.5, and 1197.5(k); and all claims for remedies under PAGA provided for in or due as a result of a violation of §§96, 98.6, 201, 202, 203, 204, 204b, 208, 210, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 246, 248, 248.2, 248.5, 248.6, 432, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2802, 2810.5; and any provision in any applicable wage orders governing matters discussed herein.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class Member settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the settlement, and you desire to be excluded from the settlement. The written request for exclusion must include your name, address, your Social Security Number, your email address or telephone number, and a statement indicating that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of the Released PAGA Claims. An employee may not request exclusion from the settlement of the Released PAGA Claims. Thus, if the Court approves the settlement, then even if you request exclusion from the settlement, you will still receive an Individual PAGA Payment for the Released PAGA Claims and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right to individually pursue only the remaining Released Class Claims.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

[Settlement Administrator]

[Mailing Address]

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **[RESPONSE DEADLINE]**. If you exclude yourself from the settlement then you will get no payment as a Class Member, and retain your legal rights to pursue claims, other than the Released PAGA Claims, that would otherwise be released by the settlement of the Lawsuits.

Option 3 – Submit an Objection to the Settlement

If you do not exclude yourself from the settlement and wish to object to the settlement, you may submit an objection in writing stating why you object to the settlement. Your objection should provide your full name, your address, the last 4 digits of your social security number, your signature, a statement of whether you plan to appear at the final fairness and approval hearing, and your reasons for why you think the Court should not approve the settlement, along with the legal authority, if any, you believe supports your objection. The Court will consider oral objections at the Final Approval hearing even if no written objections have been submitted. You may orally object in person or through counsel at the Final Approval hearing, even if you did not submit written objection. Your written objection must be mailed to the Settlement Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Class Member settlement payment.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED] .m. in the Kings County Superior Court, located at 1640 Kings County Drive, Dept. 2, Hanford, California 93230, and discuss your objections with the Court and the parties at your own expense. You may also retain an attorney to represent you at the hearing at your own expense.

Change of Address

If you move after receiving this notice, if it was misaddressed, or if for any reason you want your settlement payment or future correspondence concerning this Lawsuit to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the settlement. For a more detailed statement of the matters involved in this case and the settlement, you may visit **www.[REDACTED].com**, call the Settlement Administrator at **[PHONE NUMBER]** or Class Counsel, who may be reached as follows:

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Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**

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You may also contact Defendants' Counsel to discuss the Settlement, who may be reached as follows:

BACKSTROM LABOR LAW

Karin L. Backstrom (karin@backstromlaborlaw.com)
3990 Old Town Avenue, Suite C-107
San Diego, California 92110
Telephone: (619) 241-2535

SAGASER, WATKINS & WIELAND PC

Michael J. Conway II (mikec@sw2law.com)
5260 N. Palm Ave., Ste. 400
Fresno, CA 93704
Telephone: (559) 904-9845

You may also visit the Settlement Administrator's website at [\[WEBSITE\]](#) to gain access to key documents in this case, including the Operative Complaints, the Settlement Agreement, Class Notice, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Kings County Superior Court, located at [1640 Kings County Drive, Dept. 2, Hanford, California 93230](#), during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://portal.kings.courts.ca.gov/public-portal/>.

All inquiries by Class Members regarding this Notice of Class Action and PAGA Action Settlement and/or the settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
OR DEFENDANTS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [\[PHONE NUMBER\]](#)