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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KINGS

ADALBERTO PEREZ, JOSEPH MITCHELL, JULIO A. VASQUEZ, ALFREDO RIVERA, an individual and on behalf of all others similarly situated,

Plaintiff,

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 the Hon. Robert S. Burns in Dept. 2]

DECLARATION OF VEDANG J. PATEL IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

DECLARATION OF VEDANG J. PATEL

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am an attorney at Bibiyan Law Group, P.C., counsel for plaintiffs Adalberto Perez ("Plaintiff Perez"), Joseph Mitchell ("Plaintiff Mitchell"), Juilo Vasquez ("Plaintiff Vasquez"), and Alfredo Rivera ("Plaintiff Rivera" and collectively, "Plaintiffs") and all others similarly situated and aggrieved. As such, I am familiar with the file in this matter and, if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

2. On or around September 30, 2021, Plaintiff Perez filed with the Labor and Workforce Development Agency ("LWDA") and served on defendants Hollandia Dairy, Inc., Hollandia Farms North, Inc., and Hollandia Farms, Inc. (collectively, "Defendants") a notice under Labor Code section 2699.3, stating that Plaintiff Perez intended to serve as a proxy of the Labor and Workforce Development Agency ("LWDA") to recover civil penalties under the Private Attorneys' General Act ("PAGA") on behalf of other employees for alleged Labor Code violations (the "Perez PAGA Notice"). On February 27, 2024, Plaintiff Perez amended the Perez PAGA Notice to clarify his allegations against Defendants (the "Amended Perez PAGA Notice"), as well as add Plaintiff Vasquez as an additional proxy of the LWDA. True and correct copies of the Perez PAGA Notice and the Amended Perez PAGA Notice are attached hereto as Exhibit 2 ("Patel Decl.")

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

4. On or around December 8, 2021, Plaintiff Perez filed a First Amended Complaint in the Riverside Action adding a cause of action for civil penalties under PAGA for the Labor Code violations alleged in the Perez PAGA Notice. Thereafter, Plaintiff Perez also filed a Second Amended Complaint and Third Amended Complaint in the Riverside Action adding plaintiffs

Joseph Mitchell and Julio Vasquez as class representatives, as well as clarifying Plaintiffs' allegations

5. On or about August 12, 2022, Plaintiff Rivera filed this action in Kings County Superior Court, Case No. 22C-0302, against Defendants, alleging: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal-Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code §§ 245 et seq. and 246; (7) Violation of Labor Code § 226(a); (8) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (9) Penalties Pursuant to Labor Code § 203; and (10) Violation of Business & Professions Code § 17200 et seq. Also on August 12, 2022, Plaintiff Rivera filed a notice with the LWDA stating he also wished to represent other employees for alleged Labor Code violations substantially similar to those alleged by Plaintiff Perez against Defendants ("Rivera PAGA Notice"). On November 1, 2022, Plaintiff Rivera filed a first amended complaint adding eleventh cause of action for penalties pursuant to PAGA.

6. Thereafter, Plaintiffs and Defendants (collectively, the "Parties") agreed to exchange informal discovery and attend mediation.

7. Prior to mediation, Plaintiffs obtained, through informal discovery: (1) a sampling of time and payroll records for the estimated 1,100 putative class members; (2) a class list of hire dates, termination dates (as applicable), and rates of pay for all Class Members; (3) class contact information for Class Members pursuant to a *Belaire-West* opt-out notice administration; (4) wage and hour policy documents; (5) a list of job titles and job descriptions; and (6) all documents pertaining to Plaintiff available to Defendant.

8. 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 various case filed by Plaintiffs, or some of them, including those alleged in this matter as well as in the Riverside County Superior Court, Case No. CVRI2104791.

9. As part of the agreement, the Parties agreed to stipulate to the filing of a Second Amended Complaint in this Action to include all Plaintiffs as class representatives, as well as all claims and allegations asserted in the Riverside Action. The Second Amended Complaint has since been filed and is the "Operative Complaint."

The Proposed Settlement

10. Subject to Court approval pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Action by agreement upon the terms and conditions, and for the consideration set forth in the Agreement, a copy of which is attached hereto as Exhibit "1." A summary of the terms of the settlement are as follows:

Defendants will stipulate, for purpose of this settlement only, as follows:

- Defendants will pay $ 2,450,000.00 ("Gross Settlement Amount") to resolve the matter.
- The "Settlement Class," "Settlement Class Members" or "Class Members" are all persons employed by any of the defendants Hollandia Farms, Inc., Hollandia Farms North, Inc., and Hollandia Dairy, Inc (collectively, "Defendants") in California and classified as a non-exempt, hourly-paid employee who worked for any of the Defendants during the period the period from October 20, 2017, through the date the Court grants preliminary approval, unless modified pursuant to Paragraph 8.2 of the Agreement ("Class Period")
- The settlement is based on Defendants' representation that there are no more than 95,000 Workweeks worked during the Class Period. If the number of Workweeks worked by Class Members exceeds 95,000 by 10% by Preliminary Approval (i.e., 104,500), ("the Pro Rata Increase Threshold"), the Gross Settlement Amount will increase pro rata per additional Workweek above 104,500 (e.g., 95,000 + [.1 * 95,000]), but only to the extent Defendants do not choose a date earlier than Preliminary Approval as the end of the Class Period to avoid any pro rata increase. If the Pro Rata Increase Threshold is triggered, Defendants shall have the exclusive right to end the Class Period on the date the number of Workweeks reaches 104,500. The PAGA Period shall end on the same

date as the Class Period, regardless of whether Defendants choose to end the Class Period or pay the pro rata increase. Thus, for example, should the number of Workweeks during the Class Period increase by 11% (i.e., 10,450 Workweeks), and Defendants elect to increase the Gross Settlement Amount, then the Gross Settlement Amount shall be increased by 1% (i.e., $24,500 for an increased Gross Settlement Amount of $2,474,500).

- Defendants will pay the employer's share of taxes separately and apart from the Gross Settlement Amount.
- This is a non-reversionary settlement.
- Class Members will be paid their *pro rata* share of the class action settlement based on the total number of Workweeks[1] worked during the Class Period.
- The Settlement Administration Costs, estimated not to exceed $15,000.00 will be paid out of the Gross Settlement Amount.
- Class Counsel, comprised David D. Bibiyan, Brandon Chang and Vedang J. Patel of Bibiyan Law Group, P.C., as Class Counsel, will apply for, and Defendants will not oppose, attorneys' fees of up to thirty five (35%) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to $857,500.00, and actual costs, not to exceed $100,000.00, all of which will be paid out of the Gross Settlement Amount.
- Class Counsel will apply for, and Defendants will not oppose, a service award of up to up to a service award of not more than $7,500.00 each, for a total of $30,000.00 to Plaintiffs, in consideration for the Plaintiffs' extensive efforts in prosecuting this case, which will be paid out of the Gross Settlement Amount.
- The "Aggrieved Employees" are all persons employed by any of the Defendants in California and classified as a non-exempt, hourly-paid employee who worked for any

[1] "Workweeks" means any week during which a Class Member worked for any of the Defendants for at least one day during the Class Period, based on the Class Data.

of the Defendants during the period from October 20, 2020 through the end of the Class Period ("PAGA Period").

- Defendants have agreed to pay $50,000.00 as PAGA penalties, seventy-five percent (75%) or $37,500.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%) or $12,500.00 of which will be distributed to Aggrieved Employees.
- For any Class Member or Aggrieved Employee whose check remains uncashed after 180 days of issue shall be cancelled and the Administrator shall transmit the funds represented by such checks to the *cy pres* recipients as follows: 15-percent to the Visalia Rescue Mission and 85-percent to the San Diego Rescue Mission, in equal amounts.

Settlement Agreement and Accompanying Documents

11. Attached hereto as Exhibit "1" is a true and correct copy of the Agreement fully executed by the Parties.

12. Attached to the Agreement as Exhibit "A" thereto is the proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice") to be distributed to Class Members in English and Spanish.

13. The Parties have agreed to use Phoenix Class Action Administration Solutions ("Phoenix"), an experienced settlement administrator, to administer the settlement.

14. On or about March 11, 2026, my office submitted a copy of the Agreement to the LWDA in compliance with Labor Code section 2699, subdivision (l)(2). A true and correct copy of each confirmation from the LWDA in connection with Plaintiff is attached hereto as Exhibit "3".

The Settlement was Negotiated at Arms-Length and not Collusive

15. The Settlement that has been reached, subject to this Court's approval, is a product of substantial efforts by the Parties and their counsel. The Settlement was reached after extensive factual and legal investigation and research; the exchange of informal discovery; substantial negotiation regarding the scope of informal discovery; exchange of documents and information that

included review of time and pay records and analysis thereof with the aid of Plaintiff and expert consultant; analysis of shifts and Workweeks worked by Class Members in the Class Period, analysis of the number of pay periods and number of Aggrieved Employees in the PAGA Period for calculating PAGA penalties, number of Class Members eligible for wage statement penalties and waiting time penalties; an analysis of Defendant's financial ability to fund the settlement; an analysis of Plaintiff's employment records; extensive correspondence and communication between counsel; a review of pleadings, evidence and rulings in similar actions litigated elsewhere in the state; a review of similar cases in the same industry elsewhere in the country; and preparation for and attendance at a full-day mediation, followed by further discussions and coordination to finalize the terms and conditions of the general settlement parameters agreed to by the Parties.

16. While Class Counsel believe in the chance of success of certifying the claims, Class Counsel recognized the potential risk, expense and complexity posed by further litigation. Moreover, litigating Plaintiff's claims in this litigation—claims that involve approximately 1,100 Class Members during the Class Period—would require substantial preparation and discovery, and ultimately would involve the deposition and presentation of numerous more witnesses (including Class Members and expert witnesses), as well as the consideration, preparation and analysis of expert reports. Therefore, should litigation have progressed any further, there would have been significant expense incurred by each side (above and beyond the expense already incurred).

The Settlement Amount is Well Within the Range of Reasonableness

17. The settlement amount reached in this case provides significant recovery to Class Members and Aggrieved Employees, and easily falls within the range of reasonableness. Based on documents and information provided by Defendant, Class Counsel understand there are no more than 95,000 Workweeks during the Class Period.

Unpaid Wages Due to Detrimental Rounding of Time

18. Class Counsel theorized at mediation that Defendants failed to pay wages to Class Members for all hours worked because Defendants practices resulted in off-the-clock work. Class Counsel theorized, based on Plaintiffs' narrative evidence, that Defendants: (1) required Class Members to wait in line before clocking in; (2) required Class Members to undergo temperature

checks off-the-clock; and (3) requiring overtime and double time hours without receiving overtime wages.

19. Based on documents provided by the Defendants and analyzed by expert data consultants, Class Counsel understand that: (1) the average rate of pay for Class Members was $23.65 per hour; (2) approximately 82.3% of shifts worked were over eight (8) hours in length; and there were (3) approximately 476,614 shifts worked during the Class Period. Class Counsel theorized, based on the foregoing, that Class Members worked approximately three (3) minutes off-the-clock every single shift. Thus, one calculation made by Class Counsel resulted in Defendants' exposure for off-the-clock work at approximately **$895,272** (((.05 hrs x $23.65/hr x 1.5 OT rate x 476,614 shifts x .823 shifts over eight hours = $695,759)) + (.05 hrs x $23.65/hr x 476,614 shifts x .177 shifts under eight hours x 2 in liquidated damages = $199,513).

20. Class Counsel understand from the mediator and the mediation process that Defendants makes the following defenses in connection with this claim: Defendants argued that they properly paid Class Members for all time worked and that they did not require Class Members to work off-the-clock and, rather, they were paid for all time suffered or permitted to work. Defendants contend that its policies prohibit off-the-clock work. Defendants contended that they provided sufficient timeclocks to check in and thus Class Members would not have to wait in line to clock in. Furthermore, Defendants also contend that temperature checks as part of the Covid-19 procedures were for the benefit of Class Members, and thus not compensable. Defendants defend any allegations that Class Members worked off-the-clock are purely speculative, such off-the-clock work was voluntary if it occurred, and certainly not indicative of a pattern or practice, thus necessitating an individual inquiry into which employees on what days worked off-the-clock. For the same reason, Defendants contends this claim not subject to class treatment and would make a trial in this litigation unmanageable. Finally, Defendants contend*, arguendo*, that three (3) minutes off the clock for every single shift is an exaggeration of time spent off the clock, if any. Thus, Defendants argued that no monies are owed under this claim.

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Recover of Damages for Meal Period Violations

21. Class Counsel theorized that Defendants' meal period policies and practices throughout the Class Period were non-compliant. Class Counsel theorized that Defendants' policies were non-compliant because they did not specify that meal periods were to be taken and failed to accurately provide them with meal periods. Class Counsel also theorized that Defendants' meal period practices were non-compliant because, based on Plaintiffs' narrative evidence Class Members' meal periods were missed, interrupted, short, or auto-deducted. However, Defendants records showed some meal period premiums were provided. One theory advanced by Class Counsel, assuming a 40% violation rate, resulted in Defendants' maximum exposure for non-compliant meal periods in an amount of **$3,725,374.** [(404,923 meal period eligible shifts x .40 violation rate x $23.65/hour) - $105,197 paid as meal period premiums].

22. Class Counsel understand from the mediator and the mediation process that Defendants makes the following defenses in connection with this claim: Defendants argued that Class Members took timely and full meal periods or received the required meal period premium for each instance of meal period violations. Defendants further contend that any instance of a Class Member failing to take a compliant meal period was voluntary, in violation of its meal period policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial. Finally, Defendants point to meal period premiums paid during the Class Period as evidence of compliance. Thus, Defendants contend that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

Recovery of Damages for Non-Compliant Rest Periods

23. Class Counsel theorized at mediation that Defendants' rest period policies practices throughout the Class Period were non-compliant. Class Counsel theorized that Defendants' rest period policies were non-compliant because, based on Plaintiffs' narrative evidence, Class Members were required to carry cell phones and answer calls from supervisors during their rest periods. Class Counsel also theorized, for the same reasons as indicated for meal period violations, that Class Members did not receive rest periods, rest periods were cut short, or not provided. Notably, based on Defendants' records, no rest periods were paid during the Class Period. Thus, one theory

performed by Class Counsel was a 40% violation rate, resulting in an exposure for failure to pay rest period premiums of $4,463,682 [(471,848 rest period eligible shifts x $23.65/hour x .40 violation rate

24. Class Counsel understand from the mediator and the mediation process that Defendants make the following defenses in connection with this claim: Defendants argued that they had compliant rest period policies. Defendants argued that their policies requires their employees to take timely and full rest breaks. Defendants argued that Class Members took timely and full rest periods. Defendants further contend that any instance of a Class Member failing to take a compliant rest break was voluntary and therefore would necessitate an individualized inquiry and would not lend itself to a manageable trial. Defendants also argued that Class Members were provided a reasonable opportunity to take uninterrupted rest breaks and the employer is not required to "police" such rest breaks. Thus, Defendants contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

Wage Statement Violations

25. Class Counsel theorized that Class Members are entitled to recover penalties for Defendants' alleged failure to issue compliant wage statements under Labor Code section 226, subdivision (e) for the derivative impact of the failure to pay all wages owed on providing accurate information on wage statements. Specifically, Class Counsel theorized that penalties are owed under Labor Code section 226 due to, at minimum, Defendants' failure to pay wages for off-the-clock work and premiums for meal periods and rest periods. A non-exempt employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code section 226, subdivision (a), is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period. Class Counsel understand from the data provided by Defendants that there were approximately 47,500 pay periods in the wage statement liability period. Thus, Defendants' maximum exposure for wage statement violations, assuming a 40% violation rate, would be $930,400 (24,260 pay periods x $100/pay period x .4 violation rate).

26. Class Counsel understand that Defendants make the following defenses in

connection with this claim: Defendants contend that the wage statements issued to the employees fully complied with Labor Code section 226. Defendants contends that because they believe no wages are unpaid that, thus, there can be no derivative penalties. However, Class Counsel also understand the risks inherent in this claim if the above claims were not certified. Class Counsel also had to factor in, and did factor in, the risk that a Court would find there was no injury to Class Members even if the wage statements were inaccurate or that Defendants; conduct was not intentional, both of which are requirements of Labor Code section 226 before penalties can issue. Class Counsel also note that the calculation used does not take into account the first pay period violation only being $50 and the fact that all Class Members did not work all pay periods.

Waiting Time Penalties

27. Class Counsel theorized at mediation, based on relevant documents provided by Defendants, that, under Labor Code section 203, Defendants are liable to pay each Class Member, who was terminated during the relevant statutory period a full 30-day worth of wages as waiting time penalty for failure to pay failure to pay compensation in lieu of compliant meal and rest periods.

28. Based on relevant documents provided by Defendants, there were approximately 3,078 separated Class Members during the relevant statutory period. Thus, one calculation performed by Class Counsel, assuming a 40% violation rate, resulted in Defendants' maximum exposure for waiting time penalties to be $2,971,953. (1,309 separated employees x $23.65/hour x 8 hours x 30 days x .4 violation rate).

29. Class Counsel understand from the mediator and the mediation process that Defendants contend that there is no credence to Plaintiffs' off-the-clock theory and that, thus, no waiting time penalties are owed based on that theory. Additionally, Defendants contend that their actions were not "willful" and that, thus, waiting time penalties cannot be awarded. Finally, Defendants contend that many Class Members signed enforceable arbitration agreements and thus no class action is even tenable here. Thus, Defendants argued that no waiting time penalties are owed.

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Failure to Reimburse Business Expenses

30. Class Counsel theorized that Defendants failed to reimburse Class Members for all expenses incurred in furtherance of work. Class Counsel, based upon Plaintiffs' narrative evidence, theorized that Defendants required Class Members to purchase and maintain their own uniforms, steel-toed boots, tools, as well as use their personal cell phones for work related purposes, all without reimbursement. One theory advanced by Class Counsel was that Class Members are owed at least $100 in reimbursement per Class Member, thus resulting in Defendants' exposure for this claim of $110,000 (1,100 Class Members x $100 per Class Member).

31. Class Counsel understand from the mediator and the mediation process that Defendants contend the following: Defendants argued that they provided Class Members with all tools necessary to complete their duties and thus they would not have to use their own personal equipment for work purposes. Furthermore, to the extent any Class Member claims they are owed reimbursement, Defendants contend that they reimbursed Class Members for all expenses incurred in furtherance of work. Thus, Defendants contend that no monies are owed under this theory, either.

PAGA Penalties

32. Plaintiffs' claims in the Action under PAGA are substantially similar to those described herein. Class Counsel understand there are approximately 47,500 pay periods during the PAGA Period. Class Counsel through investigation and discovery did not conclude that Defendants at any time were notified by any governmental entity that they violated any Labor Code sections presented in the PAGA Notice and PAGA claims and, as such, Class Counsel calculated the exposure model for Defendants to include only initial violation rates. While Class Counsel are informed and believe that reasonable minds differ with regard to calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate Defendants' maximum exposure in PAGA penalties as follows:

a. <u>Overtime Violations</u>: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the Settlement Period, this amounts to a maximum exposure of $ 2,375,000 (47,500 pay periods x $50 in penalties.)

b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of $100 for an initial violation and $250 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of $4,750,000 (47,500 pay periods x $100 penalty.)

c. Meal Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using *only* the initial violation penalty of $50 for all violations and a violation in every pay period for each single non-exempt employee in the Settlement Period, this amounts to exposure of $2,375,000. (47,500 pay periods x $50 in penalties.)

d. Rest Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using *only* the initial violation penalty of $50 for all violations and a violation every single pay period for every single non-exempt employee in the Settlement Period, this amounts to exposure of $2,375,000. (47,500 pay periods x $50 in penalties.)

e. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. Because this violation is merited only at separation of employment, a 100% violation rate would likely include just one violation per employee. The data produced by Defendants indicate that there are 3,078 employees whose employment was separated during the PAGA Period. Using the initial violation penalty of $100, this amounts to exposure for Defendants of $80,500 (805 Aggrieved Employees x 100).

f. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty for wage statement violations that are inaccurate, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation (*Id.* at 247-248). Using *only* the initial violation penalty of $100 for all violations and a violation in every pay period for each Aggrieved Employee in the PAGA Period, this amounts to exposure of $4,750,000. (47,500 pay periods x $100 penalty.)

g. Failure to Reimburse Work Expenses: Labor Code section 2699 would be the appropriate penalty for failure to reimburse work expenses, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. Using *only* the initial pay penalty of $100 for all violations, and a violation every pay period for each non-exempt employee in the PAGA Period, this amounts to exposure of $4,750,000 (47,500 pay periods x $100).

h. Conclusion: In sum, Class Counsel calculated Defendants' total maximum exposure for PAGA violations if the Court were to find a 100% violation rate for every Aggrieved Employee in every pay period and chose to exercise its discretion to reduce those penalties to *only* the initial violation rate, the total would be $21,455,500. Class Counsel understand from the mediator and the mediation process that Defendants argued the following in connection with this claim: Defendants contend that no PAGA penalties are likely to be awarded and, even if they were, the maximum exposure calculated by Class Counsel is vastly overstated. First, Defendants defend that PAGA penalties cannot and should not be stacked. Second, Defendants assert that individualized issues predominate the PAGA claims, making the claims unmanageable for trial. Third, Defendants deny that a violation for each pay period can be established. Fourth, Defendants contend that a Court is unlikely to exercise its discretion to award civil penalties under PAGA where, as here, there is no conduct shown by Plaintiffs that would show any Labor Code violation by Defendants is knowing and intentional. Defendants insist that this is especially true in this Action where class action damages are available to Class Members, rendering an award of PAGA penalties in addition to class action damages to be double recovery. Class Counsel maintain that it is possible to recover the subsequent violation rate for penalties, that stacking is permissible, and that there is no manageability requirement under PAGA (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believe a 95% discount of this claim to be reasonable, resulting in a valuation of $1,072,775 as a reasonable estimate of the likelihood of what Plaintiffs may recover at trial for PAGA penalties ($21,455,500 x .05).

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Conclusion

33. When including derivative penalties, such as waiting time penalties, wage statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendants' reasonable exposure to be approximately $14,169,456. In all, Class Counsel obtained a Gross Settlement Amount of $2,450,000. Particularly in light of the risks involving obstacles to class certification, all issues and risks related to liability, the issues with manageability at trial, the discretionary nature of PAGA penalties, and considering the case law regarding fair, reasonable and adequate settlements, Class Counsel strongly believe that the settlement reached is fair, reasonable and adequate, and in the best interest of Class Members.

34. Moreover, $50,000.00 of the Gross Settlement Amount was attributed to PAGA penalties. This allocation was decided mutually by the Parties and the mutual decision was based on: (1) the fact that damages are available for the failure to pay wage claims while only penalties are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full amount of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA penalties at all in light of the fact that damages are available for Class Members and it may find any further liability against Defendants unnecessarily punitive.

The Proposed Attorneys' Fees and Costs are Reasonable

35. Class Counsel seek an attorneys' fees award of up to thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to this Agreement, would amount to $857,500.00. Class Counsel also seek reimbursement of costs not to exceed $100,000.00.

The Requested Enhancement Award to the Named Plaintiff and Class Representative is Reasonable

36. I am informed and believe Defendants do not oppose the requested enhancement to Plaintiffs. Class Counsel hereby apply for, and Defendants will not oppose, service awards of up to $7,500.00 to each of the four Plaintiffs (Adalberto Perez, Joseph Mitchell, Julio Vasquez, and Alfredo Rivera), totaling up to $30,000.00, which will be paid out of the Gross Settlement Amount.

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Conditional Certification for Settlement Purposes

Ascertainability

37. Here, the Class Members definition (*i.e.*, all individuals employed by Defendant in California as non-exempt, hourly paid employees during the Class Period) is derived from the operative complaint. Based solely on Defendant's payroll records, there are approximately 1,100 Class Members.

Numerosity

38. Class Counsel understand from documents provided that Defendants identified at least 1,100 Class Members.

Commonality

39. This litigation is brought to resolve common issues that include whether Defendant failed to pay for all hours worked; whether Defendants provided full, timely and un-interrupted meal and rest periods, whether Class Members are entitled to premium pay for incomplete, untimely or interrupted meal or rest periods, among other claims as set forth above.

Typicality

40. Plaintiffs' claims are typical of those of other Class Members as Plaintiffs: (1) were non-exempt, hourly paid employees like other Class Members; (2) complained of not being paid for all time under Defendant's control or suffered and/or permitted to work for Defendants; (3) did not receive full premium pay for meal periods that were not compliant with the Labor Code; (4) did not receive premium pay for rest periods that were not provided, among others as set forth above

Adequacy of VEDANG J. PATEL

41. I graduated with a Bachelor of Arts degree in Economics from the University of California, Davis in 2016.

42. I received my Juris Doctorate from the UCLA School of Law in 2019.

43. After graduating from law school, I practiced law as a member of Murchison & Cumming, LLP on a variety of matters on behalf of defendants.

44. Thereafter, I joined Bibiyan Law Group, P.C., practicing law on behalf of plaintiffs

in matters of employment law, and specifically on issue of unpaid wages and class action settlements.

45. I am currently a Partner and Senior Managing Attorney at Bibiyan Law Group, P.C. and head of the Settlement Department. Among other tasks, I oversee and manage all settlements at Bibiyan Law Group, P.C. I also oversee several attorneys, paralegals, and legal assistants and have overseen the settlement of over one hundred (100) class and PAGA matters while with Bibiyan Law Group, P.C.

46. I have also been appointed as Class Counsel in the past in the following actions:

- *Ramirez v. Sea-win,* Case No. 21STCV22026, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
- *Ortega Chavez v. Winpak Lane, Inc.* Case No. CIVSB2202274, California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
- *Taat v. Acell. Inc.* Case No. 37-2022-00005437-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Matthew Brainer presiding;
- *Jordan v. The Martin-Brower Company.* Case No. 21STCV41435, California Superior Court, County of Los Angeles, Honorable Stuart Rice presiding;
- *Williams v. Marrs.* Case No. 21STCV23775, California Superior Court, County of Los Angeles, Honorable Stuart Rice presiding;
- *Russell v. Staffmark.* Case No. CVRI2103921, California Superior Court, County of Riverside, Honorable Harold Hopp presiding;
- *Ortega Chavez v. Winpak Lane, Inc., et al. Case No. CIVSB2202274,* California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
- *Carrasco v O.H. Barkhordar D.D.S., Inc., et al. Case No. 22STCV21188,* California Superior Court, County of Los Angeles, Honorable Lawrence Riff presiding;
- *Correia v. Gallo Glass Company, et al. Case No. CV-21-006459,* California Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
- *Hernandez v Bromley Foods, Inc., et al. Case No. 56-2021-00561326-CU-OE-VTA*, California Superior Court, County of Ventura, Honorable Henr Walsh presiding;

- *Moreno v. Infiniti Group LLC.*, et al. Case No. CIVSB2223551, California Superior Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;
- *Kelley v. Applus Technologies, Inc., et al. Case No. CIVSB2204889,* California Superior Court, County of San Bernardino, honorable Jessica Morgan presiding;
- *Helaire, et al. v. Smithfield Packaged Meats Corp., et al*. Case No. JCCP5244, California Superior Court, County of San Bernardino, Honorable Jesica Morgan, presiding;
- *Davood v. NKSFB, LLC.* Case No. 22STCV17305, California Superior Court, County of Los Angeles, Honorable Christopher Lui presiding.
- *Flores v. United Maintenance Company, Inc., et al.* Case No. 21STCV07008, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Cabral v.* Laser Care Specialists, A Professional Medical Corporation, et al. Case No. 21STCV25443, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Lopez Cabrera v. South Valley Almond Company, LLC, et al.* Case No. BCV-2-100722, California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;
- *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.* Case No. 20STCV38562, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;
- *Trigueros Garcia v. Highland Plastics, Inc., et al.,* Case No. CVRI2202836, California Superior Court, County of Riverside, Honorable Harold Hopp presiding;
- *Magana Ramirez v. 360 Support Services, et al.* Case No. 22STCV20456, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
- *Helaire v. Smithfield Packaged Meats Corp, et al.* Case No. JCCP5244, California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
- *Hernandez v. Bromley Foods, Inc., et al.* Case No. 56-2021-00561326-CU-OE-VTA, California Superior Court, County of Ventura, Honorable Henry Walsh presiding;
- *Hernandez v. Central Valley Recovery Services, et al.* Case No. VCU290220, California Superior Court, County of Tulare, Honorable Brett Hillman presiding;

- *Kelley v Applus Technologies, Inc., et al.* Case No. CIVSB2204889, California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;
- *Mcintosh v. WWL Vehicle Services Americas Inc., et al.* Case No. 56-2022-00562544-CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats presiding;
- *Moore v. Dnata US Inflight Catering LLC, et al.* Case No. CGC-20-586512, California Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;
- *Peterson v. Sorenson Engineering, Inc., et al.* Case No. CIVDS2023994, California Superior Court, County of San Bernardino, Honorable David Cohn presiding;
- *Torres v. Laurel Avenue, LLC, et al.* Case No. CIVSB2202708, California Superior Court, County of San Bernardino, Honorable David Cohn presiding;
- *Ruiz v. Kleen Harvest, Inc., et al.* Case No. 21CV002319, California Superior Court, County of Monterey, Honorable Thomas W. Wills presiding;
- *Russell v. Staffmark Investment LLC, et al.* Case No. CVRI12103921, California Superior Court, County of Riverside, Honorable Harold Hopp presiding;
- *Vargas-Flores v. Barbor Bay Club, Inc., et al.* Case No. 21CV002396, California Superior Court, County of Alameda, Honorable Michael Markman presiding;
- *Low v. Triple Canopy, Inc., et al.* Case No. 37-2023-0007078-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;
- *Lopez v. Bachem Americas, Inc., et al.* Case No. 23STCV04258, California Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;
- *Romero v. Armstrong Installation Service, et al.* Case No. 22CV022519, California Superior Court, County of Alameda, Honorable Noel Wise presiding;
- *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding
- *Mendoza Cendejas v. E. & J. Gallo Winery, et al.* Case No. CV-22-005396, California Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
- *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior

Court, County of Imperial, Honorable Jeffery B. Jones presiding;

- *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS057713, California Superior Court, County of Solano, Hon. Christine A. Carringer presiding;
- *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS058064, California Superior Court, County of Solano, Hon. Christine A. Carringer presiding;
- *Olivares v. PCI Industries, LLC, et al.* Case No. 22STCV37965, California Superior Court, County of Los Angeles, Hon. Samantha P. Jessner presiding;
- *Sarmiento v. The Neil Jones Food Company., et al.* Case No. 21CECG03825, California Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding;
- *Jimenez v. Route 66, Post Acute LLC Agency, LLC., et al.* Case No. 23STCV03441, California Superior Court, County of Los Angeles, Hon. Laura A. Seigle presiding;
- *Diaz v. UCA General Insurance Services, Inc., et al.* Case No. 30-2021-01185227-CU-OE-CXC, California Superior Court, County of Orange, Hon. Randall J. Sherman presiding;
- *Moctezuma v. Direct Line Global, LLC., et al.* Case No. 23CV033075, California Superior Court, County of Alameda, Hon. Michael Markman presiding;
- *Williams v. Fortec Medical, Inc., et al*. Case No. 22CV014116, California Superior Court, County of Alameda, Hon. Michael Markman presiding; *and*
- *Arballo et al. v. California Custom Fruits and Flavors, Inc., et al.* Case No. 22STCV35657, California Superior Court, County of Los Angeles, Hon. Elihu Berle presiding;
- *Boothe et al. v. Lemonade Restaurant Group, LLC, et al.* Case No. 22STCV38302, California Superior Court, County of Los Angeles, Hon. Laura Seigle presiding;
- *Montoya et al. v. FPR II, L.L.C., et al.* Case No. 22CV404499, California Superior Court, County of Santa Clara, Hon. Theodore C. Zayner;
- *Martinez Flores v. APT Maintenance, Inc., et al.* Case No. 22CV024427, California Superior Court, County of Alameda, Hon. Somnath Raj Chatterjee presiding; and

47. I have also settled matters on a "PAGA Only" basis for aggrieved employees in the past, including in:

- *Bailey v. Cannon Constructors,* Case No. 21STCV38274, California Superior Court, County of Los Angeles, Honorable Carolyn Kuhl presiding.

- *Johns v. Whelan Security of California, Inc., et al.* Case No. 22STCV68687, California Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;
- *Carrion v. Clutter, Inc., et al.* Case No. 23STCV06709, California Superior Court, County of Los Angeles, Honorable Kerry Bensinger presiding;
- *Juarez v. Calmet Services, Inc., et al.* Case No. 21STCV33668, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding*;*
- *Pattingale v.* Laird Family Estate, LLC et al. Case No. 22CV000048, California Superior Court, County of Napa, Honorable Cynthia P. Smith presiding;
- *London Young v. Amazon.com LLC, et al.* Case No. 21STCV38280, California Superior Court, County of Los Angeles, Honorable Elaine Lu presiding;
- *Latrice Ackles v. Brinker Restaurant Corporation, et al*. Case No. 22STCV19068, California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding;
- *Ruvalcaba v. Rod Fraser Enterprises, Inc., et al.* Case No. 30-2023-01308022-CU-OE-CXC, California Superior Court, County of Orange, Hon. Layne H. Melzer presiding;
- *Rhea et al. v. Stars behavioral health Group, Inc., et al.* Case No. CIVDS2017661, California Superior Court, County of San Bernardino, Hon. Joseph T. Ortiz presiding.

Adequacy of Plaintiff

48. Class Counsel believe no conflicts, disabling or otherwise, exists between Plaintiff and Class Members because Plaintiffs allege to have been damaged by the same alleged conduct of Defendants (i.e., Plaintiffs were classified as a non-exempt, hourly-paid employee, not paid premium pay, etc.) and thus has the incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery.

Superiority of Class Action

49. Class Counsel believe this wage and hour class action is a superior vehicle for resolution of the issues it seeks to resolve. It deals with common issues that are most efficiently adjudicated together, as indicated above. Moreover, with at least 1,100 Class Members, presentation of all of them before this Court may be problematic, impractical, and burdensome.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this March 11, 2026, at Los Angeles, California.

/s/ Vedang J. Patel
VEDANG J. PATEL

EXHIBIT 1

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

1. DEFINITIONS

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

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

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

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

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

Norayr Zakaryan of D.Law, Inc.

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

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

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

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

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

1.12. "Class Period" means the period from October 20, 2017, through Preliminary Approval, unless modified pursuant to Paragraph 8.2 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.33. "PAGA Notice(s)" means Plaintiff Perez's September 30, 2021 letter, Plaintiffs Perez and Vasquez's February 27, 2024 letter, and Plaintiff Rivera's August 12, 2022, letter to Defendants 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

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

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

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

2. <u>RECITALS</u>

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

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

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

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

3. MONETARY TERMS

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

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

3.2.1. To Plaintiffs: Class Representative Service Payments to Plaintiffs of not more than $7,500.00 each, for a total of $30,000.00 to Plaintiffs, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

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

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

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

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

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

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

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

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

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.

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

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

4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the *cy pres* recipients, 15-percent to the Visalia Rescue Mission and 85-percent to the San Diego Rescue Mission, in equal amounts.

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

5. <u>RELEASE OF CLAIMS</u>

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

5.2. <u>Plaintiffs' Release</u>. Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred through the date of their execution of this Settlement, including but not limited to: (a) all claims that were, or could have been, alleged based on the facts contained in the Operative Complaint; and (b) all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notices submitted to the LWDA by Plaintiffs ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement or to claims that cannot be discharged via a general release as a matter of law, such as for unemployment and workers' compensation benefits. Plaintiffs acknowledge they may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true but agree Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. All Plaintiffs (to the extent they are 40 years old or older) understand that by signing this Agreement, they are giving up any and all legal claims they have or may have had against the Released Parties, expressly including claims under the federal Age Discrimination in Employment Act ("ADEA"). All Plaintiffs (to the extent they are 40 years old or older) are advised to consult with independent legal counsel regarding the waiver contained herein generally and specifically as to the waiver of claims under the ADEA. All Plaintiffs (to the extent they are 40 years old or older) understand and agree that they have been advised in writing of their right to consult with an attorney before signing this Agreement. All Plaintiffs (to the extent they are 40 years old or older) have 21 days to consider this Agreement, although they may sign it at any time prior to the expiration of the 21 days. All Plaintiffs (to the extent they are 40 years old or older) may revoke this Agreement at any time during the seven days after they sign this Agreement. This Agreement shall not become effective until the seven day revocation period has passed. Plaintiff Perez's release expressly excludes Plaintiff Perez's claims for wrongful termination and related claims under the Fair Employment and Housing Act ("FEHA") against Defendants, including those that were asserted and settled separately in Riverside County Superior Court, Case No. CVRI2204464.

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

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

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

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

5.3.1. 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.

5.3.2. 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 above in Paragraph 5.3 and 5.3.1; 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 provisions of the Fair Labor Standards Act (29 U.S.C. §§201, et seq.).

5.3.3. 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.

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

5.4.1. 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).

5.4.2. 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 involving the released claims discussed above in Paragraphs 5.4 and 5.4.1.

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

5.5. <u>Construction</u>. The Parties intend that this release be construed as broadly as possible. The release excludes the release of claims not permitted by law and as already specified in this Agreement at Paragraphs 5.2 and 5.2.1. Additionally, except as set forth in Paragraphs 5.3, through 5.3.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

6. MOTION FOR PRELIMINARY APPROVAL

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

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

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

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

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

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

7. SETTLEMENT ADMINISTRATION

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

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

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

7.4. Notice to Class Members

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

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

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

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

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

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

7.5. <u>Requests for Exclusion (Opt-Outs)</u>.

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

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

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

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

7.6. <u>Challenges to Calculation of Workweeks</u>. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

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

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

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

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

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

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

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

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

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

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

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

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

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

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

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

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

9. DEFENDANTS' RIGHT TO WITHDRAW

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

10. MOTION FOR FINAL APPROVAL

10.1. Plaintiffs' Responsibilities. Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel at least five days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

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

11. DISMISSAL OF RELATED ACTION

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

12. AMENDED JUDGMENT

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

13. ADDITIONAL PROVISIONS

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

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

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

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, nor shall this paragraph be construed to restrict Defendants' or Defense Counsel's ability to communicate with Class Members for purposes of informing them about this Settlement and its procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

///

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: ____________________

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, 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: 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: __________________________

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: Patrick Schuil
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: ____________________

Signature: ____________________

Plaintiff, Julio Vasquez | Date: 11 / 18 / 2025

Signature: ____________________

Plaintiff, Joseph Mitchell | Date: ____________________

Signature: ____________________

Plaintiff, Alfredo Rivera | Date: January 7, 2026

Signature: Firmado por: 57D657EB3BF94BA...

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: ____________________

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: ______________________

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: ______________________

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 ACTON 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 ________________, 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

	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 _______ __.m. on ___________________, 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.

<u>Why Am I Receiving This Notice?</u>

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.

<u>What Is This Case About?</u>

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.

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; (4) 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 $_________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 [DATE], 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 [Eligible Workweeks] as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [$Estimated Award] and your estimated payment for PAGA civil penalties as an Aggrieved Employee would be [$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. 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-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 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 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.

[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 ________________ at ________ __.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.______________.com, call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, who may be reached as follows:

J. GILL LAW GROUP, P.C.
Jasmin K. Gill (*jasmin@jkgilllaw.com*)
Sacha Pomares (*sacha@jkgilllaw.com*)
515 South Flower Street, Suite 1800
Los Angeles, CA 90071
Telephone: (213) 459-6023 (*habla Español*)
Facsimile: (310) 728-2137

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (*david@tomorrowlaw.com)*
Vedang J. Patel (*vedang@tomorrowlaw.com)*
Brandon M. Chang (*brandon@tomorrowlaw.com)*
1460 Westwood Boulevard
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Tel: (310) 438-5555
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D.LAW, INC.
Emil Davtyan (emil@d.law)
Roman Shkodnik (r.shkodnik@d.law)
Enoch J. Kim (e.kim@d.law)
Emma Geesaman (e.geesaman@d.law)
Norayr Zakaryan (n.zakaryan@d.law)
450 N. Brand Blvd, Suite 840
Glendale, CA 91203
Tel: (818) 962-6465
Fax: (818) 962-6469

DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian (david@yeremianlaw.com)
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Tel: (818) 962-6465
Fax: (818) 962-6469

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.

EXHIBIT 2

J. GILL LAW GROUP
ATTORNEYS AT LAW

Jasmin K. Gill
Attorney at Law
J. Gill Law Group, P.C.
515 S. Flower St., Suite 1800
Los Angeles, CA 90071

Writer's Direct: 310.728.2137
Writer's Email: *jasmin@jkgilllaw.com*

September 30, 2021

PAGA NOTICE FILED ELECTRONICALLY

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
https://dir.tfaforms.net/128

Re: *Notice Letter of Adalberto Perez on Behalf of Himself and Aggrieved Employees Under California Labor section 2699.3*

Employer:

Hollandia Farms North, Inc.
Attn: Peter De Jong
622 East Mission Road.
San Marcos, California 92069

Hollandia Farms, Inc.
Attn: Jodi C. White-Schnoebelen
White Schnoebelen, APC
1012 Oak Lane
Escondido, California 92029

Peter De Jong
7549 Kansas Street
Hanford, California 93230

Theo De Haan
7905 Kansas Avenue
Hanford, California 93230

Hollandia Dairy, Inc.
Attn: Patrick Schallberger
622 East Mission Road
San Marcos, California 92069

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Adalberto Perez's ("Employee") employment with each of Employee's former employers: Hollandia Farms North, Inc., Hollandia Farms, Inc., Hollandia Dairy, Inc., Peter De Jong and/or Theo De Haan (collectively, "Employers"). Employee was employed as a non-exempt employee of Employers, with duties that included, but were not limited to, feeding and caring for animals, moving food, washing the hallways and various other cleaning duties from approximately December of 2015 through approximately October of 2020. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq*., Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of Employers, without exception. With all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employers, whether they are properly classified under Wage Order 8, 13, 14, or any other Industrial Welfare Commission Wage Order.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employers had and have a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by auto-deducting time (including, without limitation, for meal periods despite employees continuing to be engaged, suffered, or permitted to work by Employers during those times being auto-deducted) and requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employers' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make or respond to telephone calls and/or text messages off the clock or drive off the clock, to go through security screenings and/or temperature checks off the clock; failing to pay employees for travel time that is required for work; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; misclassifying Employee and other aggrieved employees as working under inapplicable wage orders and thus failing to pay overtime wages when owed; failing to pay for all training time; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, other auto-deduction of time worked, paying straight pay instead of overtime pay and/or otherwise paying overtime hours at the improper rate(s) of pay resulting in underpayment of wages, to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages under these sections, and Labor Code section 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employers had and have a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by auto-deducting time (including, without limitation, for meal periods despite employees continuing to be engaged, suffered, or permitted to work by Employers during those times being auto-deducted) and requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make or respond to telephone calls and/or text messages off the clock or drive off the clock, to go through security screenings and/or temperature checks off the clock; failing to pay employees for travel time that is required for work; failing to pay for all training time; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; other auto-deduction of time worked; failing to pay reporting time pay; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employers violated, without limitation, Labor Code sections 221, 223, 1197, 1182,12, applicable California Code of Regulations sections, and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 558.1, 1194 and 1194.2. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employers had and have a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code sections 226.7 and 558.1. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods. Employers would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employers maintain policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 226.7 and 558.1. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods. Employers would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employers maintain policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods in the shade as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employers would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employers failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employers also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.

As a result of, among other things, Employers' herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employers also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of employment; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employers intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Mr. Perez's and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employers would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code sections 226, subdivision (e) and 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employers also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above. Consequently, Employers would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, 203 and 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges that Employers failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Among other relief, employees may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with all of their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), separately laundering mandatory uniforms, for the purchase of safety equipment, for the purchase of personal protective equipment (*i.e.*, sanitizers and masks), and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employers, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employers are liable to reimburse Employee and other aggrieved employees for all of these costs incurred in furtherance of work duties. In addition, Employers would be liable for civil penalties pursuant to Labor Code sections 558, 558.1, and 2699.

Employee is further informed and believes, and based thereon alleges, that Employers have or had a policy or practice of failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, *et seq*.). Employee is further informed and believes that Employers also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. As such, Employers would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employers would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employers did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employers violated Labor Code section 204. Employers would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employers have failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective Employers, and from disclosing who else works at Employers and under what circumstances that they might be receptive to an offer from a rival Employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232 and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employers had and have a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employers to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

J. GILL LAW GROUP, P.C.

Jasmin K. Gill

cc: Hollandia Farms North, Inc. (via U.S. Certified Mail, Return Receipt Requested)
Hollandia Farms, Inc. (via U.S. Certified Mail, Return Receipt Requested)
Peter De Jong (via U.S. Certified Mail, Return Receipt Requested)
Theo De Haan (via U.S. Certified Mail, Return Receipt Requested)
Hollandia Dairy, Inc. (via U.S. Certified Mail, Return Receipt Requested)

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ATTORNEYS AT LAW

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February 27, 2024

PAGA NOTICE FILED ELECTRONICALLY

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
https://dir.tfaforms.net/128

Re: *Notice Letter of Adalberto Perez and Julio A. Vasquez on Behalf of Themselves and Aggrieved Employees Under California Labor section 2699.3*

Employer:

Hollandia Farms North, Inc.
Attn: Peter De Jong
622 East Mission Road.
San Marcos, California 92069

Hollandia Farms, Inc.
Attn: Jodi C. White-Schnoebelen
White Schnoebelen, APC
1012 Oak Lane
Escondido, California 92029

Peter De Jong
7549 Kansas Street
Hanford, California 93230

Theo De Haan
7905 Kansas Avenue
Hanford, California 93230

Hollandia Dairy, Inc.
Attn: Patrick Schallberger
622 East Mission Road
San Marcos, California 92069

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To Whom It May Concern:

This amended PAGA Notice letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee for the PAGA Notice was paid online by credit card at the time the original PAGA Notice for this matter was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Adalberto Perez and Julio A. Vasquez's ("Employees") employment with each of Employees' former employers: Hollandia Farms North, Inc., Hollandia Farms, Inc., Hollandia Dairy, Inc., Peter De Jong and/or Theo De Haan (collectively, "Employers"). Employees were employed as a non-exempt employees of Employers, with duties that included, but were not limited to, feeding and caring for animals, moving food, washing the hallways and various other cleaning duties, completing leftover tasks that employees from the morning shift had not yet completed, setting up machines for the following product, checking the date and weight of each product, taking samples to the lab before and after finishing, and overseeing the operating machines from approximately December of 2015 through approximately October of 2020 for Adalberto Perez and from approximately November of 2021 through approximately March of 2023 for Julio A. Vasquez. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq*., Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employees seek to represent all employees of Employers, without exception. With all other claims mentioned herein, Employees seek to represent only non-exempt employees of Employers, whether they are properly classified under Wage Order 8, 13, 14, or any other Industrial Welfare Commission Wage Order.

Employees and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employees are informed and believe, and based thereon allege, that Employers had and have a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by auto-deducting time (including, without limitation, for meal periods despite employees continuing to be engaged, suffered, or permitted to work by Employers during those times being auto-deducted) and requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employers' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make or respond to telephone calls and/or text messages off the clock or drive off the clock, to go through security screenings and/or temperature checks off the clock; failing to pay employees for travel time that is required for work; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; misclassifying Employees and other aggrieved employees as working under inapplicable wage orders and thus failing to pay overtime wages when owed; failing to pay for all training time; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, other auto-deduction of time worked, paying straight pay instead of overtime pay and/or otherwise paying overtime hours at the improper rate(s) of pay resulting in underpayment of wages, to the detriment of Employees and other aggrieved employees. Consequently, Employees are informed and believe, and based thereon allege, that Employers violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employees and other aggrieved employees to damages under these sections, and Labor Code section 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employees are informed and believe, and based thereon allege, that Employers had and have a practice or policy of failing to compensate Employees and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by auto-deducting time (including, without limitation, for meal periods despite employees continuing to be engaged, suffered, or permitted to work by Employers during those times being auto-deducted) and requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make or respond to telephone calls and/or text messages off the clock or drive off the clock, to go through security screenings and/or temperature checks off the clock; failing to pay employees for travel time that is required for work; failing to pay for all training time; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; other auto-deduction of time worked; failing to pay reporting time pay; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employees are informed and believe, and based thereon alleges, that Employers violated, without limitation, Labor Code sections 221, 223, 1197, 1182,12, applicable California Code of Regulations sections, and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employees and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 558.1, 1194 and 1194.2. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employees are informed and believe, and based thereon allege, that Employers had and have a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employees are informed and believe, and based thereon allege, that Employers violated Labor Code section 512, entitling Employees and other aggrieved employees to premium payments under Labor Code sections 226.7 and 558.1. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods. Employers would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employees are informed and believe, and based thereon allege, that Employers maintain policies or practices of compelling its non-exempt employees, including, without limitation, Employees, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employees and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employees are informed and believe, and based thereon allege, that Employees and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 226.7 and 558.1. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods. Employers would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employees are informed and believe, and based thereon allege, that Employers maintain policies or practices of failing to permit Employees and other aggrieved employees from taking cooldown rest periods in the shade as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employers would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employees are informed and believe, and based thereon allege that Employers failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employers also failed to provide these documents to Employees and other aggrieved employees upon request. This would entitle Employees and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699.

As a result of, among other things, Employers' herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employers also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employees, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of employment; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employers intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Mr. Perez, Mr. Vasquez, and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employers would have failed to comply with Labor Code section 226, subdivision (a), Employees and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code sections 226, subdivision (e) and 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employees are informed and believe, and based thereon allege, that Employers also failed and refused, and continue to fail and refuse, to timely pay compensation to Employees and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above. Consequently, Employers would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, 203 and 558.1. Employers would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employees are further informed and believe, and based thereon allege that Employers failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employees is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Among other relief, employees may collect from

Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Employees are informed and believe, and based thereon allege that Employers also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employees and other aggrieved employees, with all of their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), separately laundering mandatory uniforms, for the purchase of safety equipment, for the purchase of personal protective equipment (*i.e*., sanitizers and masks), and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employers, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employers are liable to reimburse Employees and other aggrieved employees for all of these costs incurred in furtherance of work duties. In addition, Employers would be liable for civil penalties pursuant to Labor Code sections 558, 558.1, and 2699.

Employees are further informed and believe, and based thereon allege, that Employers have or had a policy or practice of failing to provide Employees and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, *et seq*.). Employees are further informed and believe that Employers also did not permit its use upon request by Employees and other aggrieved employees as contemplated under California and local laws. As such, Employers would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699.

Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employers would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employees are informed and believe and based thereon allege that Employers did not and do not pay Employees and other aggrieved employees in accordance with Labor Code Section 204. As such, Employees are informed and believe, and based thereon allege that Employers violated Labor Code section 204. Employers would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employees are further informed and believe, and based thereon allege that Employers have failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of preventing Employees and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective Employers, and from disclosing who else works at Employers and under what circumstances that they might be receptive to an offer from a rival Employer. As such, Employees are informed and believe that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employees are informed and believe that these policies and/or practices prevent Employees and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232 and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of preventing Employees and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employees are informed and believe that this lawful conduct includes the exercise of Employees and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this amended PAGA Notice that the LWDA intends to investigate these allegations, Employees may immediately thereafter file a civil complaint against Employers to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

J. GILL LAW GROUP, P.C.

Jasmin K. Gill

cc: Hollandia Farms North, Inc. (via U.S. Certified Mail, Return Receipt Requested)
Hollandia Farms, Inc. (via U.S. Certified Mail, Return Receipt Requested)
Peter De Jong (via U.S. Certified Mail, Return Receipt Requested)
Theo De Haan (via U.S. Certified Mail, Return Receipt Requested)
Hollandia Dairy, Inc. (via U.S. Certified Mail, Return Receipt Requested)