

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE SECTION 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code section 2698, *et seq.*) ("PAGA") Settlement Agreement and Release ("Agreement").

This Agreement is made by and between Isaias Zepeda ("Zepeda"), for himself and on behalf of the State of California and allegedly aggrieved employees of and Full Steam Staffing LLC ("Full Steam") who were assigned to work at Sunshine Raisin Corporation, a California corporation dba National Raisin Company ("National Raisin") (collectively, "Defendants"). This Agreement shall be effective on the date when it has been signed by all Parties.

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by this Agreement, which is intended to effect and complete settlement of this matter.

Article I.

Definitions and Terms

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- i. "Action" means the lawsuit filed by Isaias Zepeda on December 6, 2021, in San Bernardino County Superior Court, Case No. CV SB 2133568.
- ii. "Agreement," or "Settlement Agreement," means this Private Attorneys General Act (Labor Code section 2698, *et seq.*) Settlement Agreement and Release.
- iii. "Aggrieved Employees" means Plaintiff and all other individuals who are or were employed by Defendant Full Steam and who were assigned to work at National Raisin's Fowler, California facility as non-exempt hourly-paid employees, and who worked at least one shift there during the PAGA Period. According to Defendants, there are approximately 916 Aggrieved Employees in the covered PAGA Period.
- iv. "PAGA Notice" means the notice submitted to the LWDA on behalf of Zepeda on or about September 30, 2021, with respect to this Action.
- v. "Attorneys' Costs" means the total amount of litigation costs incurred by Zepeda's Counsel in connection with the Action up to a maximum of \$10,000, which shall be paid from the PAGA settlement amount as reimbursement of litigation costs.

- vi. "Attorneys' Fees" means the amount in fees Zepeda's Counsel is free to request that the Court award up to 35% of the PAGA Settlement Amount, per Section 1.02(b) as compensation for their attorneys' fees.
- vii. "Complaint" means the operative Complaint filed by Zepeda in San Bernardino County Superior Court.
- viii. "Court" means the Superior Court for the State of California, County of San Bernardino.
- ix. "Defense Counsel" or "National Raisin's Counsel" is:

Mark Kruthers
FENNEMORE DOWLING AARON
8080 North Palm Ave., Third Floor
Fresno, CA 93711

- x. "Defense Counsel" or "National Full Steam's Counsel" is:

J. Rod Betts
Evan A. Pena
PAUL, PLEVIN, SULLIVAN & CONNAUGHTON LLP
101 West Broadway, Ninth Floor
San Diego, CA 92101

- xi. "Effective Date" means the date this Agreement is approved and the Court enters Final Judgment.
- xii. "Gross Settlement Amount" means \$175,000.00, which is the total and maximum amount National Raisin and Full Steam have agreed to pay pursuant to this Agreement.
- xiii. "Individual PAGA Payment(s)" means the amount of Labor Code section 2699 penalties to be paid to each respective Aggrieved Employee, which will be 25% of the Net Settlement Amount.
- xiv. "LWDA" means the California Labor and Workforce Development Agency.
- xv. "LWDA Payment" means the amount of Labor Code section 2699 penalties to be paid to the LWDA, which will be 75% of the Net Settlement Amount.
- xvi. "Zepeda's Counsel" are as follows:

Craig J. Ackermann
Avi Kreitenberg
ACKERMANN & TILAJEF, P.C.
1180 South Beverly Drive
Suite 610

Los Angeles, CA 90035

and

Hengameh S. Safaei
Rana Nader
PROXY LAW FIRM LLP
10880 Wilshire Blvd., Suite 1101
Los Angeles, CA 90024

- xvii. "Net Settlement Amount" means the amount remaining from the Gross Settlement Amount after the deduction of the Service Award, Attorneys' Fees, Attorneys' Costs, and Settlement Administration Costs.
- xviii. "Notice of PAGA Settlement" means the Notice of PAGA Settlement (attached hereto as Exhibit A) the Settlement Administrator shall mail, along with each Individual PAGA Payment, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Aggrieved Employee with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator.
- xix. "PAGA Period" means the time period from April 6, 2020 to October 10, 2021.
- xx. "Parties" means Full Steam, National Raisin, Zepeda, and the Aggrieved Employees.
- xxi. "Pay Period" means each period in which Aggrieved Employees received wages during their employment at Full Steam during the PAGA Period. According to Defendants, there are approximately 13,334 pay periods during the covered PAGA Period.
- xxii. "Released Claims" means any and all claims, rights, demands, liabilities, including without limitation statutory, constitutional, contractual or common law claims for actual damages, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief for all PAGA claims alleged in the PAGA Notice and/or operative Complaint in the Action, or which could have been alleged based on the facts and allegations contained in the PAGA Notice and/or operative Complaint, which occurred during the PAGA Period, based on but not limited to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 558.1, 1193.6, 1194, 1194.2, 1197, 1198, 1199, 1197.1, 2698-2699.8 and sections 4 and 7 of all applicable Industrial Welfare Commission Wage Order(s) including the primary rights of each provision of the State of California under PAGA.
- xxiii. "Released Parties" means Full Steam and National Raisin and each of their respective former and present parents, subsidiaries and affiliated corporations, and each of their respective officers, directors, employees, managers, partners,

shareholders, agents, insurers, and any other successors, assigns, or legal representatives, joint ventures, and any joint employers.

- xxiv. "Service Award" means \$7,500.00 payable to Zepeda for his service to the State of California and the Aggrieved Employees, the risk he undertook by attaching his name to this Action, and the general release of claims provided herein by Zepeda.
- xxv. "Settlement Administrator" means a third-party administrator the Parties will jointly select to administer the notice and payments called for in this Agreement. The Settlement Administrator shall be selected by the parties based on the bid most agreeable to all Parties, and shall be either CPT Group, Inc., ILYM or Simpluris, Inc.
- xxvi. "Settlement Administration Costs" means costs incurred by the Settlement Administrator in connection with the current Agreement, whether foreseen or not, which are anticipated not to exceed \$15,000.00.

Section 1.02 Terms of Agreement

(a) Gross Settlement Amount

Full Steam and National Raisin agree to pay \$175,000.00 as a full, complete and final settlement of the Action. This sum includes the following: (i) the LWDA Payment; (ii) the Individual PAGA Payments; (iii) Attorneys' Fees, as approved by the Court; (iv) Attorneys' Costs, as approved by the Court; (v) the Service Award, as approved by the Court; and (vi) Settlement Administration Costs. The settlement is non-reversionary; however, under no circumstances shall the Gross Settlement Amount exceed \$175,000.00. The Gross Settlement Amount shall be used to satisfy all of the PAGA claims alleged against Full Steam and National Raisin in the Action.

(b) Attorneys' Fees and Attorneys' Costs

Zepeda's Counsel may request Attorneys Fees' and Attorneys' Costs as compensation for their fees and reimbursement of their costs, respectively, incurred in prosecution of this Action. Full Steam and National Raisin will not oppose any request up to 35% of the Gross Settlement Amount for Attorneys' Fees (\$61,250.00) and/or any request for up to \$10,000 for Attorneys' Costs. Any reduction in these payments by the Court is not grounds to void this Agreement and any amount requested but not awarded as Attorneys' Fees or Attorneys' Costs will be reallocated to the Net Settlement Amount and distributed to the LWDA and Aggrieved Employees as set forth herein.

(c) PAGA Payment - Allocation

Section 1.03 PAGA Payment - Allocation.

The Net Settlement Amount shall represent Labor Code section 2699 penalties, of which 75% of the payment will be paid to the LWDA as the LWDA Payment and 25% will be paid to Aggrieved Employees as Individual PAGA Payments, unless the Court determines otherwise. A reallocation of the settlement funds amongst PAGA claims directed by the Court shall not be a

basis to void the agreement. Aggrieved Employees will be issued a Form 1099 for their respective Individual PAGA Payments.

The Individual PAGA Payment for each Aggrieved Employee shall be paid pro rata based on the number of payroll periods each Aggrieved Employee was employed by Full Steam and assigned to work at National Raisin's Fowler, California facility during the PAGA Period, as set forth in Section 2.04.

Article II.

Approval and Implementation of Agreement

Section 2.01 Cooperation

The Parties will cooperate in obtaining through an unopposed motion, an Order from the Court approving the terms of this Agreement at the earliest possible date. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed in order to obtain approval of this Agreement.

Section 2.02 Court Approval

The Parties will seek to obtain the Court's approval of this Agreement by way of a motion to be filed by Zepeda's counsel. The Court's approval of this Agreement shall be embodied in a written Order. Should the Court not grant approval of terms set forth in Section 3.02 of this Agreement, then the entirety of this Agreement shall be null and void.

Section 2.03 Notice to Aggrieved Employees

(a) Notice.

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than fourteen (14) days after Effective Date, Full Steam shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Settlement List"). The Settlement List shall state, for each Aggrieved Employee, his or her full name, social security number, last known home address, and the number of pay periods in which the Aggrieved Employee was paid by Full Steam and assigned to work for National Raisin between April 6, 2020 and October 10, 2021.
- (2) The Settlement Administrator shall conduct one National Change of Address ("NCOA") search for all Aggrieved Employees identified on the Aggrieved Employees List. No later than ten (10) business days after receipt of both installments of the Gross Settlement Amount and its receipt of the Settlement List, the Settlement Administrator shall mail the Notice of PAGA Settlement (attached hereto as Exhibit A) and each Individual PAGA Payment to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Aggrieved Employee with directions to the Postmaster to forward the Notice and Individual PAGA Payment and return all

undeliverable Notices and Individual PAGA Payments to the Settlement Administrator. For each Notice and Individual PAGA Payment that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database.

- (3) All costs incurred by the Settlement Administrator in connection with the current settlement, whether foreseen or not, shall be paid out of the Gross Settlement Amount.

Section 2.04 Settlement Payment and Administration Procedures

The Gross Settlement Amount will be transferred by Full Steam and National Raisin to the Settlement Administrator in two equal installments of \$87,500. The first installment of \$87,500 shall be due to the Settlement Administrator no later than fourteen (14) days after Effective Date. The second installment of \$87,500 shall be due to the Settlement Administrator no later than 74 days after the Effective Date. In no event will any funds or payment be due by Full Steam or National Raisin prior to the Effective Date of this Agreement.

Individual PAGA Payments shall be calculated pro rata based on the number of Pay Periods each Aggrieved Employee was paid wages by Full Steam for work performed at National Raisin's Fowler, California facility during the PAGA Period. Each Aggrieved Employee shall be entitled to a share of the Net Settlement Amount based upon the number of Pay Periods during which the Aggrieved Employee was paid wages by Full Steam for work performed at National Raisin's Fowler, California facility during the PAGA Period as a numerator, and the total number of Pay Periods during which all Aggrieved Employees were paid wages by Full Steam for such work during the PAGA Period as the denominator.

The Individual PAGA Payments are considered penalties and will not be subject to local, state, or federal tax withholdings. All Aggrieved Employees who cash their settlement checks will receive an IRS Form 1099 from the Settlement Administrator reflecting these payments.

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. Thereafter, all uncashed checks shall be voided, and the funds represented thereby shall be paid to the LWDA by the Settlement Administrator.

Section 2.05 LWDA Notice

Pursuant to California Labor Code section 2699(l), Zepeda will provide a copy of this Agreement to the LWDA concurrently with the filing of the motion for settlement approval. Zepeda will also file a declaration in support of the Motion for Settlement Approval confirming that he has submitted the Agreement to the LWDA in compliance with Labor Code section 2699(l). In addition, Zepeda shall submit to the LWDA a copy of the Court's judgment and order approving the Agreement within ten (10) days after entry of the judgment or order.

Article III.

Limitations On Use of This Agreement

Section 3.01 No Admission

This Agreement and compliance with this Agreement shall not be construed as an admission by Full Steam or National Raisin of any liability whatsoever, or as admission by Full Steam or National Raisin of any violations of Zepeda's rights, or violation of any order, law, statute, duty or contract whatsoever. Full Steam and National Raisin specifically disclaim any liability to each other or to Zepeda or any allegedly Aggrieved Employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty, or contract.

Section 3.02 Nullification

- (a) If the Court should for any reason fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidity of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees (Section 1.01(iii)); the definition of Effective Date (Section 1.01(xi)); the definition of PAGA Period (Section 1.01(xix)); the definition of Released Claims (Section 1.01(xxii)); the definition of Released Parties (Section 1.01(xxiii)); the definition of Gross Settlement Amount (Section 1.01(xii)); the requirement for entry of an order by the Court approving this Agreement and entering PAGA Judgment as contemplated in Article II. The following terms are not material to this Agreement: the amount of Attorneys' Fees awarded (Section 1.01(vi)); the amount of Attorneys' Costs awarded (Section 1.01(v)); the amount of Service Award approved (Section 1.01(xxiv)); or the amount of the Settlement Administration Costs approved (Section 1.01(xxv)).

Article IV.

Release and Waiver of Claims

Section 4.01 Release of PAGA Claims

It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims arising from or related to the PAGA Notice and/or the Action. Upon entry of the Order and Final Judgment approving payment of the payment of PAGA penalties as described in this Agreement, Zepeda, the Aggrieved Employees, and the State of California shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Zepeda, the Aggrieved Employees, and the State of California shall be deemed to have, and by operation of the Order and Final Judgment granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims.

Section 4.02 General Release of Zepeda's Individual Claims

In addition to the above PAGA release, Zepeda releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted at any point in time prior to the execution hereof. Zepeda's release includes, without limitation, any claims relating to or arising out of any aspect of his employment, or the termination of his employment with Full Steam, any claims for unpaid compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, et seq., or any state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, including without limitation, any claims under the Employee Retirement Income Security Act of 1974; any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county or city law or ordinance regarding employment discrimination. Zepeda acknowledges and agrees that this general release below is given in exchange for the consideration provided to them under this Agreement by Full Steam. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

Zepeda stipulates and agrees to expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code § 1542, or any other similar provision under federal or state law, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

Article V.

Miscellaneous Provisions

Section 5.01 Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm, or other entity.

Section 5.02 Entire Agreement

This Agreement, including the Exhibit referred to herein, which form an integral part hereof, contains the entire understanding of the Parties hereto in respect of the subject matter

contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 5.03 Amendments

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by Zepeda, Zepeda's Counsel, representatives of Full Steam and National Raisin, and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 5.04 Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Zepeda's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Zepeda expressly warrant that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 5.05 Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and shall in all cases shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

Section 5.06 Mutual Preparation

The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement

Section 5.07 Representation by Counsel

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

Section 5.08 Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered, including facsimile, DocuSign, and scanned copies, shall be deemed to be an original and all of which counterparts taken together shall

constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 5.09 Judgment and Continued Jurisdiction

After the Court approves this Agreement, the Court will have continuing jurisdiction per California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement. Within 120 days of the Effective Date, the Court shall dismiss the Action with prejudice.

Section 5.10 No Press Release.

The Parties and their counsel shall not issue any press release or media release, have any communication with the press or media, or publish anything in social media, on websites, etc. regarding this settlement.

Section 5.11 Miscellaneous Attorney's Fees.

Except for the Attorneys' Fees and costs awarded by the Court pursuant to Section 1.02(b) of this Agreement, the Parties shall bear their own attorneys' fees, costs and expenses incurred in the prosecution, defense and settlement of the Action.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement and Release on the date set forth.

APPROVED AND ACCEPTED.

Dated: 6/15/2022, 2022

By 
ISAIAS ZEPEDA

Dated: 6/16, 2022

By 
SUNSHINE RAISIN CORPORATION DBA
NATIONAL RAISIN COMPANY

Dated: _____, 2022

By _____
FULL STEAM STAFFING LLC

constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

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After the Court approves this Agreement, the Court will have continuing jurisdiction per California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement. Within 120 days of the Effective Date, the Court shall dismiss the Action with prejudice.

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Section 5.12

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement and Release on the date set forth.

APPROVED AND ACCEPTED.

Dated: 6/15/2022, 2022

By 
ISAIAS ZEPEDA
78A533020402480

Dated: _____, 2022

By _____
SUNSHINE RAISIN CORPORATION DBA
NATIONAL RAISIN COMPANY

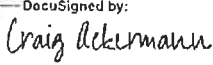
Dated: 6/20/22, 2022

By 
SVP HUMAN RESOURCES & PAYROLL
FULL STEAM STAFFING LLC
JENNIFER VALDEZ-FRANTZ

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: 6/15/2022, 2022

ACKERMANN & TILAJEF, P.C.

By 
Craig J. Ackermann
Attorney for Zepeda, and the Aggrieved
Employees, and on behalf of the State of
California

Dated: 6/15/2022, 2022

PROXY LAW FIRM LLP

By 
Rana Nader
Hengameh S. Safaei
Attorney for Zepeda, and the Aggrieved
Employees, and on behalf of the State of
California

Dated: June 24, 2022

FENNEMORE DOWLING AARON

By 
Mark Kruthers
Attorney for Sunshine Raisin Corporation dba
National Raisin Company

Dated: _____, 2022

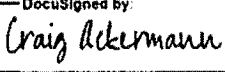
PAUL, PLEVIN, SULLIVAN &
CONNAUGHTON LLP

By _____
J. Rod Betts
Evan A. Pena
Attorneys For Full Steam Staffing LLC

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: 6/15/2022, 2022

ACKERMANN & TILAJEF, P.C.

By 
Craig J. Ackermann
Attorney for Zepeda, and the Aggrieved
Employees, and on behalf of the State of
California

Dated: 6/15/2022, 2022

PROXY LAW FIRM LLP

By 
Rana Nader
Hengameh S. Safaei
Attorney for Zepeda, and the Aggrieved
Employees, and on behalf of the State of
California

Dated: _____, 2022

FENNEMORE DOWLING AARON

By _____
Mark Kruthers
Attorney for Sunshine Raisin Corporation dba
National Raisin Company

Dated: 6/20, 2022

PAUL, PLEVIN, SULLIVAN &
CONNAUGHTON LLP

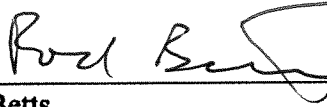
By 
J. Rod Betts
Evan A. Pena
Attorneys For Full Steam Staffing LLC

EXHIBIT A

NOTICE OF SETTLEMENT

Zepeda v. Full Steam Staffing, LLC, et al.

Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2133568

[insert]

P.O. Box _____

Telephone: _____

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice and a check made payable to you as a result of a lawsuit brought on a representative basis under the California Private Attorneys General Act, Labor Code §§ 2698 *et seq.* (“PAGA”) by Plaintiff Isaias Zepeda (“Zepeda”) related to employees of Full Steam Staffing LLC (“Full Steam”) placed on assignment at the Fowler, California facility of Sunshine Raisin Corporation d/b/a National Raisin Company (“National Raisin”) (the “Action”). Through the Action, Plaintiff sought to recover civil penalties for purported violations of the California Labor Code on behalf of individuals employed by Full Steam in California and placed on assignment at the Fowler, California facility of National Raisin at any time from April 6, 2020 to October 10, 2021 (the “PAGA Period”) and who were classified as “non-exempt” employees (the “Aggrieved Employees”). You are not a party to the Action, but you and the government will be bound by the judgment in this matter as to civil penalties.

Full Steam and National Raisin deny all claims and allegations in the Action, deny that any penalties are owed to Plaintiff and/or the Aggrieved Employees, and assert that they have fully complied with the California Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, the Action has been settled, and the Court has approved the settlement and release of the PAGA claims. The settlement resolves all PAGA claims alleged in the operative Complaint in the Action which occurred during the PAGA Period based on, but not limited to, Labor Code sections 201-204, 210, 226, 226.3, 558.1, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and sections 4 and 7 of the applicable Industrial Welfare Commission Wage Order(s), and including the PAGA penalty claims described in the Complaint filed by Zepeda in the lawsuit, and in the PAGA complaint letter from Plaintiff’s counsel to the California Labor & Workplace Development Agency (“LWDA”). By Order dated [insert], the Superior Court of California for the County of San Bernardino approved the settlement of the Action and the above release of PAGA claims.

According to Full Steam’s records, you are an Aggrieved Employee and are therefore entitled to a share of the PAGA settlement proceeds based upon the Court-approved allocation, which is based upon the pay periods you worked for Full Steam during which you were placed on assignment at the Fowler, California facility of National Raisin during the PAGA Period. The enclosed settlement check, which you are receiving in your capacity as an Aggrieved Employee in connection with the settlement of the PAGA claim for civil penalties, shall remain valid for 180 days after mailing (the “Settlement Payment”). Checks remaining un-cashed for more than 180 days after issuance will be become void and the funds will be paid to the California LWDA.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Settlement Payment. Neither Plaintiff nor Full Steam nor National Raisin have made or will make any representations or warranties regarding the taxation of your Settlement Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Settlement Payment. If you have any questions, you may call or write to [insert] (the Settlement Administrator) using the contact information at the top of this correspondence. A complete copy of the Settlement, as well as the Court’s

order approving the Settlement, can be found at <https://cadir.secure.force.com/PagaSearch/>. You may also review pleadings and other records relevant to the case by accessing the “Online Services” tab at the San Bernardino Superior Court’s website at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales> and searching for case number CIVSB2133568.