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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN**

RAUL MORALES REYES and MARIANO  
GUTIERREZ GAMA, individually, and on  
behalf of all others similarly situated,

*Plaintiffs,*

v.

GIUMARRA VINEYARDS CORPORATION, a  
California corporation; and DOES 1 through 10,  
inclusive,

*Defendants.*

Case No. BCV-21-102139

**CLASS & REPRESENTATIVE ACTION**

[Assigned for all purposes to: Hon. Gregory  
Pulskamp, Dept. J]

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND JUDGMENT**

**FINAL APPROVAL HEARING**

Date: November 20, 2025

Time: 8:30 a.m.

Dept.: J

Complaint filed: September 10, 2021

FAC filed: March 25, 2024

Trial date: Not set

1 On or around January 9, 2025, this Court issued an Order Granting Plaintiffs’ Motion for  
2 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Plaintiffs Raul  
3 Morales Reyes and Mariano Gutierrez Gama (“Plaintiffs”) now seek an order granting final  
4 approval of the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or  
5 “Settlement Agreement”). The Settlement Agreement is attached hereto as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed and  
7 considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of Class  
8 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings  
9 had herein, and the absence of any written objections received regarding the Settlement, and having  
10 reviewed the record in this action, and good cause appearing therefor,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

12 1. Incorporation of the Agreement. The Court, for purposes of this Order, adopts all  
13 defined terms as set forth in the Settlement (**Exhibit 1**) filed in this case. The Court’s intends to use  
14 terms herein consistent with the terms of the Settlement.

15 2. Jurisdiction. The Court has jurisdiction over all claims asserted in the action,  
16 Plaintiffs, the Settlement Class Members, and Defendant Giumarra Vineyards Corporation  
17 (“Defendant,” and together with Plaintiffs, the “Parties”).

18 3. Final Class Certification. The Court finds that the Class satisfies all applicable  
19 requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due process. As such,  
20 the Court certifies the Class for purposes of this Settlement.

21 4. Adequacy of Representation. The Court hereby confirms Benjamin H. Haber, Daniel  
22 J. Kramer, Chase Stern, and Alan Wilcox of Wilshire Law Firm, PLC, as Class Counsel, and finds  
23 that Class Counsel as adequately represented the interests of the Class.

24 5. Sufficiency of the Class Notice. The Court finds that the Class Notice has been  
25 disseminated pursuant to the Settlement and this Court’s Preliminary Approval Order. The Court  
26 finds that the notice conforms with the requirements of California Rules of Court, Rule 3.766 and  
27 3.769, and allowed for the best notice practicable to the Class under the circumstances. The Court  
28 finds that the Class Notice, and its dissemination in accordance with the Settlement, complied with

California Code of Civil Procedure §382, and constituted reasonable, adequate, and sufficient notice to the Class to satisfy due process requirements.

6. Fairness. The Court finally approves the Settlement as fair, adequate, and reasonable, consistent with the findings made in the Preliminary Approval Order. The fairness of the Settlement is further illustrated by the lack of any objections to the Settlement. This fairness determination extends, without limitation, to the scope of the released, the sufficiency of the Gross Settlement Amount, the notice process, and the process for distributing funds pursuant to the Settlement. The Court finds, and affirms its prior findings, that the Settlement has been entered in good faith, after a reasonable and adequate investigation of the same by Class Counsel.

7. Binding Effect. The terms and provisions of the Order Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement and Judgment are binding on Plaintiffs, the State of California, Participating Class Members, and Aggrieved Employees, as well as their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. This Order Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement and Judgment shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings that involve the Released Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to the sole Class Member who submitted a valid Request for Exclusion, except insofar as the Released Claims include claims under PAGA, in which case the release shall bind all Aggrieved Employees and the State of California.

8. Release of Claims. Upon the Effective Date, Participating Class Members and Aggrieved Employees will have released the Released Parties of all Released Claims during the Class Period (i.e., September 10, 2017, through January 9, 2025) and PAGA Period (i.e., September 10, 2017, through January 9, 2025), as applicable. Such release shall be subsequently invalidated if, after the Effective Date, Defendant fails to fund the Gross Settlement Amount per the schedule set forth herein. Nonetheless, Released Parties shall have the right to enforce the release set forth herein as to Participating Class Members and Aggrieved Employees, as applicable, without regard to their receipt

1 of an Individual Class Payment and/or Individual PAGA Payment and prior to fully funding the  
2 Gross Settlement Amount, so long as Defendant has complied with the procedures set forth herein  
3 as of the time it seeks to enforce the release. Any claims being released under this Settlement by a  
4 Participating Class Member or Aggrieved Employee as of the Effective Date shall be deemed tolled  
5 for statute of limitations purposes between the Effective Date and Defendant's deadline to fully fund  
6 the Settlement, such that if a Class Member's release is subsequently invalidated after the Effective  
7 Date due to Defendant's failure to fully fund the Agreement, the Class Member's time to bring an  
8 action shall be extended between the Effective Date and the date the release is invalidated (i.e., the  
9 date of Defendant's failure, if any, to fund the Settlement as scheduled herein). The Released Claims  
10 shall include all claims alleged by Plaintiff in the operative complaint(s), or which could have been  
11 alleged by Plaintiff in the operative complaint(s) by reason of or in connection with any matter or  
12 fact set forth or referred to in operative complaint(s), including any and all claims, debts, liabilities,  
13 demands, actions, or causes of action arising from or relating to such claims during the Class Period  
14 or PAGA Period, as defined in the Settlement ("Released Claims"). Without limiting the foregoing,  
15 the Released Claims shall include claims for unpaid wages, including but not limited to failure to  
16 pay minimum wages, straight time compensation, overtime compensation, and interest; failure to  
17 timely pay regular and final wages; failure to provide compliant meal, rest, and/or recovery periods;  
18 failure to pay premiums at all or at the correct rate for any violation of meal, rest, and recovery period  
19 obligations; claims arising from invalid meal period waivers and on-duty meal period waivers; claims  
20 for the failure to pay for all hours worked; claims for noncompliant wage statements and paystubs,  
21 including wage statements and paystubs furnished or available in physical, electronic, or other forms;  
22 failure to keep accurate records; making unlawful deductions; failing to reimburse business  
23 expenses; unfair business practices; any and all related penalties, including recordkeeping penalties,  
24 wage statement penalties, minimum wage penalties, and waiting time penalties; and statutory  
25 penalties and/or civil penalties associated with any of the foregoing. Also without limiting the  
26 foregoing, Released Claims shall include, but are not limited to those claims arising under or for  
27 violations of California Labor Code sections 201-204, 204b, 205.5, 206, 210, 218, 218.5, 218.6, 221,  
28 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 233, 234, 246, 246.5, 247, 247.5, 248,

248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 400-410, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698 et seq., and 2699 et seq., and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 11, 12, 13, 18, and 20 of the applicable Wage Order(s) [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)], which may include but are not limited to Wage Orders 8-2001 and 14- 2001); 8 C.C.R. §3395; California Business and Professions Code section 17200 et seq. (including, without limitation, California Business and Professions Code §§17200 through 17208); the California Civil Code sections 3287, 3289, and 3294; California Code of Civil Procedure section 1021.5; and any related claims under the claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, et seq.)

9. Gross Settlement Amount. The Court approves the payment of the Gross Settlement Amount of \$1,250,000.00, to be paid by Defendant in accordance with the timeframes set forth in the Settlement. In addition, Defendant shall pay employer-side payroll taxes on the portion of the Net Settlement Amount allocated to wages. From the Gross Settlement Amount, the Court approves payments of the following:

a. Class Counsel Fees Payment. Payment to Class Counsel of \$416,666.67 for its reasonable attorneys’ fees.

b. Class Counsel Litigation Expenses Payment. Payment to Class Counsel of \$18,305.67 as payment for its costs incurred in the action.

c. Enhancement Payment. Payment to Plaintiff Raul Morales Reyes of \$5,000.00, and payment of \$1,000.00 to Plaintiff Mariano Gutierrez Gama.

d. Administration Expenses. Payment of \$32,000.00 to CPT Group, Inc.

e. PAGA. Payment of \$50,000.00 to the LWDA and Aggrieved Employees, distributed to each in accordance with the Settlement.

10. Net Settlement Amount. The Court approves distribution of the Net Settlement Amount to Participating Class Members in accordance with the terms of the Settlement.

11. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

1           12.     Without affecting the finality of this Order in any way, this Court retains continuing  
2 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect  
3 to all Parties to this action, and their counsel of record.

4           13.     The       Court       sets       a       final       compliance       hearing       for  
5 \_\_\_\_\_ in Department \_\_\_\_\_ of  
6 this Court.

7 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE  
8 SETTLEMENT. PURSUANT TO CALIFORNIA RULES OF COURT, RULE 3.769, THE COURT  
9 HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER  
10 GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND  
11 PAGA SETTLEMENT AND JUDGMENT.

12           **IT IS SO ORDERED.**

13  
14       DATE:

\_\_\_\_\_  
Hon. Gregory Pulskamp  
Kern County Superior Court

# Exhibit 1

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5260 North Palm Avenue, Suite 400  
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Ian B. Wieland, State Bar No. 285721  
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Attorneys for Defendant, GIUMARRA VINEYARDS  
CORPORATION, a California corporation

**STATE OF CALIFORNIA**

**SUPERIOR COURT FOR THE COUNTY OF KERN**

RAUL MORALES REYES, individually,  
and on behalf of all others similarly situated,

Plaintiffs,

v.

GIUMARRA VINEYARDS  
CORPORATION, a California corporation;  
and DOES 1 through 10, Inclusive,

Defendants.

Case No.: BCV- 21-102139-DZ

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

Complaint Filed: September 10, 2021  
Trial Date: None Set

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

It is stipulated and agreed by and between Plaintiffs Raul Morales Reyes and Mariano Gutierrez Gama (“Plaintiffs”) and Defendant Giumarra Vineyards Corporation ( “Defendant”, collectively with Plaintiff, the “Parties”) subject to and conditioned on the approval of the Court pursuant to the California Rules of Court, that the settlement of this action (Case No. BCV-21-102139-DZ), together with the action entitled *Raul Morales Reyes v. Giumarra Vineyards Corporation*, Kern County Superior Court Case No. BCV-21-102730 (collectively with Kern County Superior Court Case No. BCV-102139-DZ, the “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 as defined elsewhere in this Joint Stipulation of Class Action and PAGA Settlement (the “Settlement”).

1 This Settlement is made by and between the Parties following a full day mediation session  
2 on January 12, 2023, with Judge Howard Broadman (Ret.) and subsequent negotiations with the  
3 assistance of the mediator.

4 The Parties agree that the Action shall be, and is, ended, settled, resolved, and concluded by  
5 agreement of Defendant to pay the settlement amount of One Million Two Hundred and Fifty  
6 Thousand dollars (\$1,250,000.00), as provided in Section III(D)(7)(a) below (the “Gross Settlement  
7 Amount”) pursuant to the terms and conditions of this Settlement and for the consideration set forth  
8 herein, including but not limited to, a release of all claims by Plaintiff, the Class Members, and  
9 Aggrieved Employees as set forth herein.

#### 10 I. DEFINITIONS

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

13 A. “Action” means the actions filed by Raul Morales Reyes and Mariano Gutierrez  
14 Gama against Giumarra Vineyards Corporation in the Kern County Superior Court on September  
15 10, 2021 (Case No. BCV-21-102139), and on November 16, 2021 (Case No. BCV-21-102730).

16 B. “Aggrieved Employees” means all persons currently or formerly directly employed  
17 as non-exempt employees in California by Defendant at any time during the PAGA Period (defined  
18 below). “Aggrieved Employees” shall not include any persons assigned to Defendant by a third-  
19 party staffing agency or labor contractor during the PAGA Period to the extent such persons did not  
20 also work as a direct hire for Defendant during the PAGA Period.

21 C. “Class” means all persons currently or formerly directly employed as non-exempt  
22 employees in California by Defendant at any time during the Class Period (defined below) who do  
23 not timely and validly exclude themselves from the Class in compliance with the exclusion  
24 procedures set forth in this Settlement. The “Class” shall not include any persons assigned to  
25 Defendant by a third-party staffing agency or labor contractor during the Class Period to the extent  
26 such persons did not also work as a direct hire for Defendant during the Class Period.

27 D. “Class Counsel” means the attorneys for the Class and the Class Members, as  
28

1 follows:

2 Justin F. Marquez  
3 Benjamin H. Haber  
4 Maxim Gorbunov  
5 WILSHIRE LAW FIRM, PLC  
6 3055 Wilshire Blvd., 12<sup>th</sup> Floor  
7 Los Angeles, CA 90010  
8 Telephone: (213) 381-9988  
9 Facsimile: (213) 381-9989

10 E. “Class Member(s)” means all members of the Class.

11 F. “Class Notice” means the Notice of Proposed Class Action Settlement in a form  
12 substantially similar to the notice attached hereto as **Exhibit A**, subject to Court approval.

13 G. “Class Period” means September 10, 2017 through the Preliminary Approval Date  
14 of the Settlement or an earlier date at Defendant’s discretion per Section III(D)(5).

15 H. “Court” means the Kern Superior Court, where the Action is pending.

16 I. “Defendant” means Giumarra Vineyards Corporation.

17 J. “Defense Counsel” means counsel for Defendant, who are:

18 Ian B. Wieland  
19 Michael J. Conway II  
20 SAGASER, WATKINS & WIELAND, PC  
21 5260 North Palm Avenue, Suite 400  
22 Fresno, California 93704  
23 Telephone: (559) 421-7000  
24 Facsimile: (559) 473-1483

25 K. “Disposition” means the method by which the Court approves the terms of the  
26 Settlement and retains jurisdiction over its enforcement, implementation, construction,  
27 administration, and interpretation.

28 L. “Effective Date” means the date by which both of the following have occurred: (a)  
the Court enters Judgment; and, (b) the Judgment is “final.” The Judgment is “final” as of the latest  
of the following occurrences: (a) if no Participating Class Member nor the LWDA objects to the  
Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Member(s) or  
the LWDA objects to the Settlement, the day after the deadline for filing a notice of appeal from the  
Judgment; (c) if one or more Participating Class Member(s) or the LWDA moves to intervene after  
Judgment in order to effectively object to the settlement by seeking to vacate or modify the

Judgment, the day after the deadline for filing a notice of appeal from the Judgment; or, (d) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

M. “Enhancement Award(s)” means an amount of up to Five Thousand Dollars (\$5,000) for Plaintiff Raul Morales Reyes, and One Thousand Dollars (\$1,000) for Plaintiff Mariano Gutierrez Gama, subject to Court approval.

N. “Final Approval Order” means the final formal court order signed by the Court and entering a judgment approving this Settlement on substantially the terms provided herein or as the same may be modified by subsequent written agreement of the Parties as approved by the Court following the hearing on Plaintiff’s motion for final approval of the Settlement in accordance with the terms herein.

O. “First Amended Complaint” refers to Plaintiffs’ First Amended Complaint, which shall be filed with the Court prior to the date on which the Court holds a hearing on Plaintiffs’ motion for final approval of the Settlement.

P. “Gross Settlement Amount” means One Million Two Hundred and Fifty Thousand dollars (\$1,250,000), subject to a (voluntary) pro rata increase pursuant to Section III(D)(5), to be paid by Defendant pursuant to the terms of this Settlement. All payments to the Class and Aggrieved Employees, including all wages, damages, interest, penalties, and all administration costs, attorney’s fees and costs, Enhancement Awards, and LWDA Payment pursuant to Section III(D)(7) below, and all applicable employee-side payroll taxes shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. No part of the Gross Settlement amount shall revert to Defendant.

Q. “Individual Class Payments” means the amount of money that shall be paid to Participating Class Members, less the employee’s portion of required federal and state withholdings,

for settlement of Released Claims not arising and/or not assertable under PAGA. Individual Settlement Payments will be each Participating Class Member's proportional share of the Net Settlement Amount (which shall be determined by the calculations provided in this Settlement).

R. "Individual PAGA Payments" means the amount of money that shall be paid to Aggrieved Employees for settlement of Released Claims arising or assertable under PAGA. Individual PAGA Payments will be each Aggrieved Employee's proportional share of the 25% of the \$50,000.00 allocated by the Parties to resolve those Released Claims arising or assertable under PAGA (which shall be determined by the calculations provided in this Settlement).

S. "Judgment" refers to the judgment entered by the Court in conjunction with the Final Approval Order.

T. "LWDA Payment" means 75% of the \$50,000 allocated to settlement of PAGA claims, which will be paid to the Labor and Workforce Development Agency ("LWDA") pursuant to Section III(D)(7) of this Settlement, subject to Court approval.

U. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved settlement administration costs, attorney's fees and costs, Enhancement Awards, Individual PAGA Payments, and LWDA Payment, pursuant to Section III(D)(7) below.

V. "Non-Participating Class Member(s)" means those Class Members who submit to the Settlement Administrator a valid and timely Exclusion Form to be excluded from the Class pursuant to Section III(D)(2) below.

W. "Objection" means a signed written objection to the Settlement by a Class Member, that is timely mailed to the Settlement Administrator, setting forth the grounds for the objection, along with any supporting documents, the Class Member's address, telephone number, reference to the Action, and whether they intend to appear at the Final Approval Hearing.

X. "PAGA Period" means September 10, 2020, through the Preliminary Approval.

Y. "Participating Class Member(s)" is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Settlement proceeds automatically without the need to return a claim form. Each Participating Class

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Member will be paid his/her Individual Class Payment.

Z. “Plaintiffs” means Raul Morales Reyes and Mariano Gutierrez Gama.

AA. “Preliminary Approval Date” means the date the Court’s signed order preliminarily approving the settlement is served on the parties by the Court, or on Defendant by Plaintiff.

BB. “Qualifying Pay Periods” means any pay period during which an Aggrieved Employee was directly employed by Defendant during the PAGA Period and received payment of wages for hours worked in the pay period. To the extent an Aggrieved Employee worked for Defendant as both an employee directly hired by Defendant and an employee of a staffing agency and/or labor contractor assigned to Defendant, only weeks during which the Aggrieved Employee worked for Defendant as a direct hire during the PAGA Period count as “Qualifying Pay Periods.”

CC. “Qualifying Workweeks” means any week during which a Class Member was directly employed by Defendant during the Class Period and received payment of wages for hours worked in the workweek. To the extent a Class Member worked for Defendant as both an employee directly hired by Defendant and as an employee of a staffing agency and/or labor contractor assigned to Defendant, only weeks during which the employee worked for Defendant as a direct hire during the Class Period count as a “Qualifying Workweeks.”

DD. “Released Parties” means Defendant together with its present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, its 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 the Released Claims, as defined herein, could be assigned pursuant to Labor Code §558.1, or on a joint-employer, alter-ego, or other vicarious liability theory.

EE. “Request for Exclusion” means the Exclusion Form that will be enclosed with the Class Notice that Class Members can use to opt out or exclude themselves from the Settlement. In order for a Request for Exclusion to be valid, the Exclusion Form must be signed and postmarked by the deadline provided for in Sections III(c) and III(D)(2) below and mailed to the Settlement

Administrator at the address specified in the Class Notice.

FF. “Settlement” means this Joint Stipulation of Class Action Settlement, including the attached Exhibit.

GG. “Settlement Administration Costs” means an amount of up to Thirty Five Thousand Dollars (\$35,000), subject to Court approval, for all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed and/or uncashed checks to the California Farmworker Foundation, and distribution of checks to Class Counsel for attorneys’ fees and costs, to Plaintiffs for their Enhancement Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

HH. “Settlement Administrator” means CPT Group Class Action Administrators, which the Parties have agreed will be responsible for the administration of the Individual Class Payments and Individual PAGA Payments to be Participating Class Members and Aggrieved Employees and related matters under this Settlement.

## II. CONTINGENT NATURE OF THE AGREEMENT

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Settlement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Settlement on a conditional basis. This Settlement is conditioned upon the occurrence of the Effective Date. If the Effective Date does not occur, the fact that the Parties were willing to stipulate for the purposes of this Settlement to the certification of the Class shall have no bearing on, nor be admissible in connection with, the issue of certification of a class or subclass with respect to any causes of action alleged in the Action, and this Settlement shall not be referred to or used for any purpose whatsoever.

Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Plaintiff,

Defendant, and the Class will be returned to their respective positions in the Action as if the Settlement had not been executed. Further, if the Effective Date does not occur, this Settlement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose if the Effective Date does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Settlement and shall otherwise use their respective best efforts to obtain Court approval and implement this Settlement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer in good faith to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek guidance from the Court to resolve the dispute. However, no party shall be required to consent to any material change of this Settlement, including but not limited to issues impacting the Gross Settlement Amount, PAGA Period, Class Period, and/or the releases contained herein, even if such a material change to the Settlement is necessary to achieve Court approval of the same.

### **III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

The procedure for obtaining Court approval of and implementing this Settlement shall be as follows:

#### **A. Motion for Conditional Class Certification and Preliminary Approval**

Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action and to preliminarily approve of the Parties' Settlement. Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall submit to the LWDA a copy of this Agreement and all supporting approval documents required by the LWDA at the same time that Plaintiff submits them to the Court for approval.

#### **B. The Settlement Administrator**

The Parties have chosen CPT Group Class action Administrators to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and

1 responding to inquiries about the Class Notice, determining the validity of exclusions/opt-outs,  
2 calculating the Net Settlement Amount, calculating the Individual Class Payments (including any  
3 payroll taxes due thereon) and Individual PAGA Payments, issuing the Individual Class Payment  
4 checks and distributing them to Participating Class Members, issuing the Individual PAGA Payment  
5 checks and distributing them to Aggrieved Employees, administering and making payment of  
6 unclaimed and/or uncashed checks to the California Farmworker Foundation, issuing the payment  
7 to Class Counsel for attorneys' fees and costs, the Enhancement Award check to Plaintiff, the  
8 LWDA Payment, and remitting the employer payroll taxes to the appropriate taxing authorities. The  
9 Settlement Administrator shall be bound by the terms and conditions of this Settlement.

10 All Settlement Administration Costs, including but not limited to all costs and fees  
11 associated with preparing, issuing and mailing any and all notices to Class Members and Aggrieved  
12 Employees, all costs and fees associated with computing, processing, reviewing, and mailing the  
13 Individual Class Payments and Individual PAGA Payments, all costs and fees administering and  
14 making payment of unclaimed and/or uncashed checks to the California Farmworker Foundation,  
15 all costs and fees associated with preparing any tax returns and any other filings required by any  
16 governmental taxing authority or agency, all costs and fees associated with preparing any other  
17 checks, notices, reports, or filings to be prepared in the course of administering disbursements from  
18 the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement  
19 Administrator in connection with the execution of its duties under this Settlement shall be paid to  
20 the Settlement Administrator from the Gross Settlement Amount.

21 **C. Notice to Class Members**

22 No later than 30 calendar days after the Preliminary Approval Date, Defendant will provide  
23 the Settlement Administrator with a "Class List" based on its business records, identifying the names  
24 of the Class Members, their last known home addresses, Social Security numbers or, as applicable,  
25 other taxpayer identification number, the number of Qualifying Workweeks worked by the  
26 employee, and the number of Qualifying Pay Periods worked by the employee. This information  
27 shall be treated as confidential and shall not be disclosed to Plaintiffs, Class Counsel, or any other  
28

person without prior approval from Defendant's Counsel.

Within 21 calendar days of receiving the Class List from Defendant, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Class Notice, including notice of this settlement and of the opportunity to opt out of the Settlement Class or object to the Settlement. The Class Notice will include a calculation of the estimated amount of the Class Member's minimum share of the Net Settlement Amount and the estimated amount of the Aggrieved Employee's minimum Individual PAGA Payment (if applicable). Class Members will have 45 days from the date of mailing in which to postmark Requests for Exclusion or Objections. Class Members shall not be required to submit claim forms in order to receive their Individual Class Payments.

Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. If the Class Notice is returned with a forwarding address, the Settlement Administrator shall re-mail the Class Notice to the forwarding address. With respect to those Class Members whose Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or mass search on appropriate databases based on set criteria and, if another address is identified, shall mail the Class Notice to the newly identified address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties. The remailing shall occur within five days of receiving notice that a notice was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall have 15-days from the re-mailing, or 45 days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion or Objection.

In the event a Class Member's Class Notice remains undeliverable 60 days after the Class Notice was initially mailed, the Settlement Administrator will not mail the Class Member's Individual Class Payment and Individual PAGA Payment (if applicable). The Settlement

Administrator will hold the Class Member's Individual Class Payment and Individual PAGA Payment (if applicable) during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Class Notice and Individual Class Payment and Individual PAGA Payment (if applicable) remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section III(D)(7)(f) below.

No later than twenty (20) business days prior to the Final Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the number of valid Requests for Exclusion and Objections that the Settlement Administrator received.

Compliance with the procedures described in this section shall constitute due and sufficient notice to Class Members of this proposed Settlement and the Final Approval Hearing and shall satisfy the requirements of due process. Nothing else shall be required of the Parties, Class Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the proposed Settlement and the Final Approval Hearing. However, if any Class Member objects to the Settlement and the Final Approval Hearing is continued as a result, the Settlement Administrator shall provide notice to the objecting party of the continuance.

**D. Responses to Notice**

**1. Class Member Disputes**

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period or Qualifying Pay Periods during the PAGA Period as reflected in the Class Notice, the Class Member shall set forth the Qualifying Workweeks and/or Qualifying Pay Periods he or she claims to have worked during the Class Period and/or PAGA Period and submit to the Settlement Administrator along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties

regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying Workweeks and Qualifying Pay Periods for each Class Member during the Class Period and/or PAGA Period based on the information provided to it. Any dispute not otherwise resolved by the Administrator and the Parties shall be resolved by the Court.

## 2. Requests for Exclusion from the Class

The Plaintiffs may not request exclusion from the Class. In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), the Exclusion Form must be completed and signed by the Class Member or his or her authorized representative, and must be mailed to the Settlement Administrator, postmarked by no later than 45 days after the date the Settlement Administrator initially mails the Class Notice to the Class Members (or 15 days after the Settlement Administrator re-mails the Class Notice to the Class Member, whichever is later). The Class Notice shall contain instructions that the Exclusion Form must be mailed, the date by which it must be mailed, and state the name and address of the Settlement Administrator. The date of the initial mailing of the Class Notice, and the date the signed Exclusion Form was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment arising from the Class claims, will not be bound by the terms and conditions of this Settlement as to the Class claims, and will not have any right to object, appeal, or comment thereon. However, the proposed settlement includes the settlement of claims for civil penalties under PAGA. An Aggrieved Employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the Settlement, then even if a Class Member who is an Aggrieved Employee requests exclusion from the Settlement, the Class Member will still receive an Individual PAGA Payment pursuant to the terms in Section III(D)(7)(e) below, and will be deemed to have released the PAGA claims. A Request for Exclusion will preserve the Class Member's right to individually pursue only the remaining Class claims.

Any Class Member who fails to timely submit a Request for Exclusion shall automatically

1 be deemed a Class Member whose rights and claims with respect to the issues raised in the Action  
2 are determined by the Court's Final Approval Order, and by the other rulings in the Action.

### 3 3. Objections to Settlement

4 The Plaintiffs may not object to the Settlement. For any Class Member to object to this  
5 Settlement, or any term of it, the person making the objection must not submit a Request for  
6 Exclusion (*i.e.*, must not opt out), and should complete, sign and send the Objection using the  
7 instructions provided in the Class Notice by the Settlement Administrator, postmarked no later than  
8 45 days after the Class Notice was initially mailed to the Class Members (or 15 days after the  
9 Settlement Administrator re-mails the Notice to the Class Member, whichever is later), along with  
10 all supporting papers. The date of the initial mailing of the Class Notice, and the date the signed  
11 Objection was postmarked, shall be conclusively determined according to the records of the  
12 Settlement Administrator. The Settlement Administrator shall send any Objections it receives to  
13 Defense Counsel and Class Counsel within three (3) business days of receipt. The Court retains  
14 final authority with respect to the consideration and admissibility of any Class Member objections.

### 15 4. Encouragement of Class Members

16 The Parties to this Settlement and the counsel representing such Parties shall not, directly or  
17 indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself  
18 from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries  
19 from Class Members. Defendant and/or Defendant's Counsel shall be entitled to voluntarily inform  
20 Class Members regarding the Settlement and the procedures related thereto.

### 21 5. Right to Adjust Gross Settlement Amount and/or Class Period

22 When the Parties agreed to settle this matter, Defendant estimated the number Qualifying  
23 Workweeks as 181,051 and the total number of Class Members as 4,719. If the number of Class  
24 Members increases from 4,719 by more than 12.5% (*i.e.*, more than 590 additional Class Members,  
25 or 5,309 total Class Members) *or* the number of Qualifying Workweeks increases from 181,051 by  
26 more than 12.5% (*i.e.*, more than 22,632 additional Qualifying Workweeks, or 203,683 total  
27 Qualifying Workweeks), whichever figure is more favorable to Defendant, as of the end of the Class  
28

Period, Defendant shall have the right to elect to have a pro rata adjustment to the Gross Settlement Amount equal to *either* (a)(1) \$264.89 per additional Class Member above 5,309 (if the threshold that is more favorable to Defendant is the total number of Class Members), *or* (a)(2) \$6.90 per additional Qualifying Workweek above 203,683 (if the threshold that is more favorable to Defendant is the total number of Qualifying Workweeks); *or*, (b) adjust the end date of the Class Period such that the number of Class Members does not exceed 5,309 (if the threshold that is more favorable to Defendant is the total number of Class Members) or the number of Qualifying Workweeks does not exceed 203,683 (if the threshold that is more favorable to Defendant is the total number of Qualifying Workweeks).

The Parties agreement to resolve PAGA claims during the PAGA Period is not subject to any pro rata increase regardless of the final number of Qualifying Workweeks or Class Members during the Class Period and/or PAGA Period.

If such adjustment is necessary, the Parties agree to file an Amended Joint Stipulation of Class Action Settlement adjusting the last date of the Class Period accordingly, or, alternatively file an amended [Proposed] Order re Class Action Settlement adjusting the last date of the Class Period and/or PAGA Period accordingly.

## 6. Final Approval Hearing

On the date set forth in the Order for Preliminary Approval and Class Notice, a Final Approval Hearing shall be held before the Court in order to (1) review this Settlement and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Approval Hearing, the Parties shall ask the Court to give final approval to this Settlement and shall submit to the Court a Proposed Final Approval Order.

### a. Waiver of Right to Appeal

Provided that the Final Approval Order is consistent with the terms and conditions of this Settlement, all Class Members who do not submit timely written objections to the Settlement or orally object at the Final Approval Hearing hereby waive any and all rights to appeal from the Final

Approval Order and Judgment, including all rights to any post-Final Approval Order proceeding and appellate proceeding, such as a motion to vacate or set-aside the Final Approval Order and Judgment, a motion for new trial, and any extraordinary writ, and the Final Approval Order and Judgment therefore shall become final and non-appealable at the time it is entered. This waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-Final Order proceedings. A modification by the Court of the requested amount of the Enhancement or Class Counsel's fees or costs shall not constitute a basis for appeal of the Final Approval Order within the meaning of this paragraph.

b. Vacation, Reversal, or Material Modification of Final Order and Judgment on Appeal or Review

If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Final Approval Order such that there is a material modification to the Settlement and that court's decision is not completely reversed, and the Final Approval Order is not fully affirmed on review by a higher court, then Plaintiff and Defendant shall each have the right, but not the obligation, to void the Settlement, which the Party must do by giving written notice to the other Party, the final reviewing court, and the Court no later than thirty (30) days after the final reviewing court's decision vacating, reversing, or materially modifying the Final Order becomes final and non-appealable. A vacation, reversal, or modification of the Court's award of the Enhancement or Class Counsel's fees or costs shall not constitute a vacation, reversal, or material modification of the Final Order and Judgment within the meaning of this paragraph.

**7. Settlement Payment Procedures**

a. Gross Settlement Amount

In exchange for the releases set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) subject to a voluntary pro rata increase under the condition set forth in Section III(D)(5) at the discretion of Defendant. The Gross Settlement Amount includes all claims of the

1 Settlement Class, all claims of Aggrieved Employees, and all Settlement Administration costs, Class  
2 Counsel's attorney's fees and costs, LWDA Payment, and Enhancement Awards.

3 No later than 30 calendar days after the Effective Date, Defendant shall transfer one-half of  
4 the Gross Settlement Amount (currently, a total of Six Hundred Twenty Five Thousand dollars  
5 [\$625,000.00]) into an account established by the Settlement Administrator either directly or by  
6 sending the funds to the Settlement Administrator to be deposited and distributed. No later than one-  
7 year after the Effective Date, Defendant shall transfer one-half of the Gross Settlement Amount  
8 (currently, a total of Six Hundred Twenty Five Thousand dollars [\$625,000.00]) into an account  
9 established by the Settlement Administrator either directly or by sending the funds to the Settlement  
10 Administrator to be deposited and distributed.

11 All of Defendant's obligations under this Settlement are deemed to be satisfied upon  
12 Defendant's timely deposit of the entire Gross Settlement Amount and acknowledgement of receipt  
13 of said funds by the Settlement Administrator and Defendant shall have no further obligations to the  
14 Class including, without limitation, any further obligations to make any other payments of any kind  
15 to, or on behalf of, the Class (except for the employer's share of payroll taxes on the wage allocation  
16 of the Net Settlement Amount).

17 The Settlement Administrator will use these funds to fund payment of the Individual Class  
18 Payments to Participating Class Members and Individual PAGA Payments to Aggrieved  
19 Employees, Class Counsel's attorneys' fees and costs, LWDA Payment, the Enhancement Awards,  
20 and employee tax withholdings applicable to the Net Settlement Amount allocated to wages.  
21 Defendant shall have the obligation to separately fund its share of payroll taxes on the wage  
22 allocation of the Net Settlement Amount. Ten (10) calendar days after Defendant funds the entire  
23 Gross Settlement Amount, the Settlement Administrator will pay the Class Members' Individual  
24 Settlement Payments, Court-approved attorney's fees and costs, settlement administration costs,  
25 Enhancement Awards, and LWDA Payment from the Gross Settlement Amount payment by  
26 Defendant.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount (which may increase pursuant to Section III(D)(5) [i.e., pro rata increase provision]), which, based on the current Gross Settlement Amount, is Four Hundred Sixteen Thousand and Six Hundred and Sixty-Six dollars and Sixty-Seven cents (\$416,666.67). Class Counsel shall submit an application for an award of costs not to exceed Thirty Thousand dollars (\$30,000), inclusive of Plaintiffs' statutory costs and Settlement Administration Costs. Such application for attorneys' fees and costs shall be heard by the Court at the Final Approval Hearing. Defendant shall not object to or oppose any such application equal to or less than these amounts.

Any fees and costs awarded by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Action incurred through the Effective Date. To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Any award of attorneys' fees and costs shall include and satisfy all past and future attorneys' fees and costs incurred to prosecute, settle, and participate in administering the Settlement, including obtaining the Final Approval Order. Defendant shall have no obligation to Class Counsel for any attorneys' fees and costs incurred in prosecuting this Action other than as stated herein, provided that Defendant fully complies with the terms of this Settlement, including but not limited to timely payment of the Gross Settlement Amount.

c. Payment of Settlement Administration Costs

The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Thirty Five Thousand dollars (\$35,000).

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d. Payment of Enhancement Awards to Named Plaintiff and Others

Subject to Court approval, Plaintiff Raul Morales Reyes shall receive an Enhancement Award of up to Five Thousand dollars (\$5,000), and Plaintiff Mariano Gutierrez Gama shall receive an Enhancement Award of up to One Thousand dollars (\$1,000), the request for which Defendant will not object to or oppose. The Enhancement Award shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). To the extent that the Court approves less than the amount of Enhancement Award that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Enhancement Awards represent payments to Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Enhancement Awards. The Enhancement Awards will be reported on a Form 1099, which the Settlement Administrator will provide to Plaintiffs, and to the pertinent taxing authorities as required by law.

Although it is the contemplation of the Parties that the Enhancement Awards do not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Awards constitute wages for income tax and withholding purposes. Plaintiffs agree to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld from the Enhancement Awards paid under this Settlement. In addition, Plaintiffs shall hold Defendant, Released Parties and Defense Counsel harmless and indemnify Defendant, Released Parties and Defense Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendant by reason of any valid claims by taxing authorities relating to the non-withholding of taxes from the Enhancement Awards.

e. Payment to the Labor and Workforce Development Agency and  
Payment of Individual PAGA Payments to Aggrieved Employees

In consideration of claims made under the California Private Attorneys General Act

1 (“PAGA”), Cal. Labor Code §§ 2698 et seq., Class Counsel will request that the Court approve  
2 allocation of Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount to settle  
3 Released Claims arising or assertable under PAGA. Seventy-Five percent (75%) of this payment  
4 will be paid to the California Labor and Workforce Development Agency (“LWDA Payment”) and  
5 Twenty-Five percent (25%) will be paid on a pro rata basis to all Aggrieved Employees based on  
6 the individual Qualifying Pay Periods worked during the PAGA Period by each Aggrieved  
7 Employee, regardless of whether or not they opt out of this Settlement (“Individual PAGA  
8 Payment”). Defendant will not oppose this request. The LWDA Payment and Individual PAGA  
9 Payment will be paid out of the Gross Settlement Amount. The Court’s adjustment, if any, of the  
10 amount allocated to Plaintiff’s PAGA claim will not invalidate this Settlement or affect Defendant’s  
11 obligation with respect to the Gross Settlement Amount.

12 Each Individual PAGA Payment represents penalties and, therefore, shall be subject to all  
13 authorized and required withholdings other than the tax withholdings customarily made from  
14 employees’ wages and shall be reported by IRS 1099 forms. Defendant shall not make as part of  
15 this Settlement, nor be required to make, any deductions, nor pay any monthly contributions for any  
16 insurance, retirement, 401(k) or profit-sharing plans, or any benefit plans related to monies paid as  
17 a result of this Settlement.

18 No later than 10 business days after the Preliminary Approval Date, Defendant will provide  
19 the Settlement Administrator with the class list (as described in Section III(c)). Based on that  
20 information, the Settlement Administrator shall calculate the Individual PAGA Payments for each  
21 Aggrieved Employee based on the formula specified above.

22 No later than 30 days after receiving the entire Gross Settlement Amount from Defendant,  
23 the Settlement Administrator shall prepare and mail the checks for the Individual PAGA Payments  
24 to Aggrieved Employees. Defendant shall not bear any liability for lost or stolen checks, forged  
25 signatures on checks, or unauthorized negotiation of checks. Individual PAGA Payments The  
26 Settlement Administrator will issue a Form 1099 to the extent required by law for the penalties  
27 associated with the Individual PAGA Payments. Any amounts from checks that remain unclaimed  
28

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and/or uncashed after 180 days of issuance will be disbursed to the California Farmworker Foundation.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on appropriate databases based on set criteria and, if another address is identified, shall mail the check in the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will also transfer the amount represented by the check to the California Farmworker Foundation.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. To calculate the amount each Class Member will receive, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis (i.e., according to the Qualifying Workweeks worked by each of the individual Class Members during the Class Period). An estimate of each Class Member's Individual Class Payment will be included in his or her Class Notice. After final approval by the Court, the Net Settlement Amount will be distributed to Participating Class Members on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 5% allocated to wages, 85% allocated to penalties and interest, and 10% reimbursements. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes (including employer's portion of FICA, FUTA, SUTA, and all other applicable payroll taxes) will be paid by Defendant separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties, interest, and reimbursements shall be subject to all authorized and required withholdings other than the tax

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withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Defendant shall not make as part of this Settlement, nor be required to make, any deductions, nor pay any monthly contributions for any insurance, retirement, 401(k) or profit-sharing plans, or any benefit plans related to monies paid as a result of this Settlement.

No later than 10 business days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with the class list (as described in Section III(c)). Based on that information, the Settlement Administrator shall calculate: (a) the Net Settlement Amount, (b) the Individual Class Payment for each Participating Class Member based on the formula specified above, (c) the amount of the Individual Settlement Payments to be allocated to wages, interest and penalties, and reimbursements based on the formula specified above, (d) the employer share of the payroll taxes applicable to the Net Settlement Amount allocated to wages, and (e) the employee tax withholding amount based on the allocation of each Individual Settlement Payment to wages.

No later than 30 days after receiving the entire Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual Class Payments to Participating Class Members. Defendant shall not bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Individual Class Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments. Participating Class Members shall have 180 days from the date their Individual Class Payment checks are dated to cash their settlement checks. Any amounts from checks that remain unclaimed and/or uncashed after 180 days of issuance will be disbursed to the California Farmworker Foundation.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on appropriate databases based on set criteria and, if another address is identified,

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shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will also transfer the amount represented by the check to the California Farmworker Foundation.

g. No Credit Toward Benefit Plans

The Individual Class Payments and Individual PAGA Payments made to Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

h. No Effect on Regular Rate or Overtime Compensation

Participating Class Members and Aggrieved Employees will receive payment under the Settlement as determined by the Settlement Administrator in accordance with this Agreement. The Parties agree that this payment is not viewed as additional compensation for purposes of calculating a "regular rate" of pay under California or federal law for the period during which it is received, and no additional overtime or other additional compensation is required as a result of such payment.

i. Tax Liability

The Parties and counsel for the Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder. Plaintiffs and Class Members are not relying on any statement, representation, or calculation by the Parties, counsel for the Parties, or the Settlement Administrator in this regard. Plaintiffs, Class Members, and Class Counsel understand and agree that they will be solely responsible for the payment of their own portion of any taxes and penalties assessed on the payments that they receive.

j. No Additional Contribution by Defendant

Other than as set forth above, Defendant shall not be called upon or required to contribute additional monies above the Settlement under any circumstances whatsoever except as specifically

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set forth herein. In the event that this Settlement is canceled, rescinded, terminated, voided, or nullified, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall cease to have any obligation to pay any portion of the Settlement to anyone under the terms of this Settlement, except for costs already incurred by the Settlement Administrator, and this action shall resume as though no Settlement had occurred with the Action proceeding in the Kern County Superior Court.

#### IV. LIMITATIONS ON USE OF THIS SETTLEMENT

##### A. No Admission

Defendant denies that it has engaged in any unlawful activity, that they have failed to comply with the law in any respect, that they have any liability to anyone under the claims asserted in the Action. Defendant maintains that but for this Settlement a class should not be certified in this Action. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant.

##### B. Non-Evidentiary Use

Whether or not the Effective Date occurs, neither this Settlement nor any of its terms will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action (or any other action), except for the purposes of effectuating the Settlement pursuant to the terms herein or for Defendant to establish that a Class Member has resolved any of his/her claims released through this Settlement.

##### C. Defendant's Right to Terminate Settlement

Defendant shall have the right at their sole discretion to terminate the Settlement if 10% or

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more of the Class Members timely elect to opt out of the Settlement. If Defendant elects to exercise its right under this paragraph, Defendant shall be liable solely for administrative costs of the Settlement Administrator not exceeding \$7,500.00. Defendant agrees that it will not in any manner take any actions to encourage Class Members to opt-out.

**D. Nullification**

The Parties have agreed to the certification of the Class encompassing all claims released as part of this Settlement for the sole purpose of effectuating this Settlement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Approval Order, or (d) the Final Approval Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the action in its entirety, then (i) this Settlement shall be considered null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in this Action or any other action, and in any of those events, Defendant expressly reserves the right to oppose certification of the Class.

Invalidation of any material portion of this Settlement shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

**V. RELEASES**

**A. Releases by Class Members**

Upon the Effective Date, Participating Class Members and Aggrieved Employees release Released Parties of all Released Claims, as defined below, during the Class Period and PAGA Period, as applicable. Such release shall be subsequently invalidated if, after the Effective Date,

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Defendant fails to fund the Gross Settlement Amount per the schedule set forth herein. Nonetheless, Released Parties shall have the right to enforce the release set forth herein as to Participating Class Members and Aggrieved Employees, as applicable, without regard to their receipt of an Individual Class Payment and/or Individual PAGA Payment and prior to fully funding the Gross Settlement Amount, so long as Defendant has complied with the procedures set forth herein as of the time it seeks to enforce the release. Any claims released under this Settlement by a Participating Class Member or Aggrieved Employee as of the Effective Date shall be deemed tolled for statute of limitations purposes between the Effective Date and Defendant's deadline to fully fund the Settlement, such that if a Class Member's release is subsequently invalidated after the Effective Date due to Defendant's failure to fully fund the Agreement, the Class Member's time to bring an action shall be extended between the Effective Date and the date the release is invalidated (i.e., the date of Defendant's failure, if any, to fund the Settlement as scheduled herein).

The released claims shall include, but are not limited to all claims alleged by Plaintiff in the operative complaint(s), or which could have been alleged by Plaintiff in the operative complaint(s) by reason of or in connection with any matter or fact set forth or referred to in operative complaint(s), including any and all claims, debts, liabilities, demands, actions, or causes of action arising from or relating to the Released Claims during the Class Period or PAGA Period, as defined herein. Without limiting the foregoing, the Released Claims shall include claims for unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, and interest; failure to timely pay regular and final wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay premiums at all or at the correct rate for any violation of meal, rest, and recovery period obligations; claims arising from invalid meal period waivers and on-duty meal period waivers; payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; making unlawful deductions; failing to reimburse business expenses; unfair business practices; any and all related penalties, including recordkeeping penalties, wage statement

penalties, minimum wage penalties, and waiting time penalties; and statutory penalties and/or civil penalties associated with any of the foregoing. Such released claims shall include, but are not limited to those claims arising under California Labor Code sections 201-204, 204b, 205.5, 206, 210, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 400-410, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*, and/or those arising under the applicable Industrial Welfare Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8, 9, 11, 12, 13, 18, and 20 of the applicable Wage Order(s) [including the provisions of the California Code of Regulations codifying the applicable Wage Order(s)], which may include but are not limited to Wage Orders 8-2001 and 14-2001); 8 C.C.R. §3395; California Business and Professions Code section 17200 *et seq.* (including, without limitation, California Business and Professions Code §§17200 through 17208); the California Civil Code sections 3287, 3289, and 3294; California Code of Civil Procedure section 1021.5; and any related claims under the claims under the Fair Labor Standards Act (“FLSA”) (29 U.S.C. §§ 201, *et seq.*) (“Released Claims”).

The Parties intend that this release be construed as broadly as possible to encompass all claims listed above in addition to claims alleged by Plaintiff, or those which could have been alleged by Plaintiff based on the factual allegations in the operative complaint(s).

The release excludes the release of claims not permitted by law.

This Settlement is the compromise of all possible disputed claims related to wages and fully and finally settles all possible claims between the Parties regarding Class Members’ wages. The Parties warrant and represent that this release resolves, pursuant to Labor Code sections 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 to Class Members through their last day of employment with Released Parties within the Class Period.

The release as to Participating Class Members shall apply to Released Claims that arose or existed during the Class Period, subject to change per Section III(D)(5). Any Class Member who

validly excludes himself or herself from the Settlement will not release any of the Released Claims, as defined above, that do not arise under and/or are not assertable under PAGA. However, any Class Member who validly excludes himself or herself from the Settlement will still receive an Individual PAGA Payment, and will be deemed to have released claims against the Released Parties for Released Claims that arise and/or are assertable under PAGA ("PAGA Released Claims"). Plaintiffs, the State of California, and Aggrieved Employees will release these PAGA Released Claims from September 10, 2020, through the Preliminary Approval Date of the Settlement, which period shall not be subject to change.

This release shall apply without regard to Class Members' actual receipt of the Clsas Notice, and without regard to Participating Class Members' and Aggrieved Employees' actual receipt and/or depositing of their Individual Settlement Payment or Individual PAGA Payment.

**B. Plaintiffs General Release**

Plaintiffs do hereby, for themselves, and for their heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, injuries, suits, rights, demands, costs, losses, debts, judgments, accounts, attorneys' fees, interest, expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs actually incurred), and other legal responsibilities arising in law, equity or otherwise, of any kind, nature, and character whatsoever, from the beginning of time through the date of his signature on this Settlement, known or unknown, suspected or unsuspected, unforeseen, or unanticipated including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant, the termination or resignation of their employment with Defendant, or the remuneration for such employment. Without limiting the generality of the foregoing, Plaintiffs expressly release all claims which were or could have been raised in the Action and all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor

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Code § 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any other common law claim; any “retaliation” claims; any claims relating to any breach of public policy; any claim for costs, fees, interest, or other expenses including attorneys’ fees; any legal restrictions on Defendant’s right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) The Civil Rights Act of 1991, as amended; (3) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (4) The Age Discrimination in Employment Act of 1967, as amended; (5) The Employee Retirement Income Security Act of 1974, as amended; (6) The Immigration Reform and Control Act, as amended; (7) The Americans with Disability Act, as amended; (8) Sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (9) The Workers Adjustment and Retraining Notification Act, as amended; (10) The Occupational Safety and Health Act, as amended; (11) California Equal Pay Law, as amended; (12) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (13) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (14) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (15) California Fair Employment and Housing Act [*Gov. Code*, §§ 12900, *et seq.*] (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment); (16) California Family Rights Act, [*Gov. Code*, §§ 12945.1, *et seq.*] (family/medical leave); (17) California Labor Code or any Industrial Welfare Commission Wage Order; (18) FLSA; (19) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (20) Executive Order 11141 (age discrimination); (21) California health and safety laws and regulations; and (22) any other federal, state, or local law, regulation or ordinance, including those regulating compensation, and those prohibiting discrimination, harassment, or retaliation of any kind. Plaintiffs understand and agree

1 that by signing this Agreement they are giving up any and all legal claims they have or may have  
2 against the Released Parties, expressly including claims under the federal Age Discrimination in  
3 Employment Act ("ADEA"). Plaintiffs are advised to consult with legal counsel regarding the  
4 waiver contained herein generally and specifically as to the waiver of claims under the ADEA.  
5 Plaintiffs understand and agree that they have been advised in writing of their right to consult with  
6 an attorney before signing this Agreement. Plaintiffs have 21 days to consider this Agreement,  
7 although they may sign it at any time during the seven (7) days after they sign the Agreement. This  
8 Agreement shall not become effective until the seven (7) day revocation period has passed. This  
9 release excludes the release of claims not permitted by law.

10 **C. Plaintiffs' Release of Unknown Claims**

11 Plaintiffs, in their individual capacity, also expressly waive, any and all provisions, rights  
12 and benefits conferred by any law or principle of common law or equity, that is similar, comparable,  
13 or equivalent, in whole or in part, to California Civil Code § 1542. For the purpose of implementing  
14 a full and complete release, Plaintiffs expressly acknowledge that the release given in this Settlement  
15 is intended to include in its effect, without limitation, claims that each did not know or suspect to  
16 exist in their favor at the time of the effective date of this Settlement, regardless of whether the  
17 knowledge of such claims, or the facts upon which they might be based, would materially have  
18 affected the settlement of this matter, and that the consideration given under the Settlement was also  
19 for the release of those claims and contemplates the extinguishment of any such unknown claims.  
20 Plaintiffs expressly waive the provisions of section 1542 of the Civil Code of California, which  
21 provides:

22 **A general release does not extend to claims that the creditor or**  
23 **releasing party does not know or suspect to exist in his or her**  
24 **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.**

25 Thus, subject to and in accordance with this Agreement, even if Plaintiffs may hereafter discover  
26 facts in addition to or different from those they now know or believe to be true, they, upon the  
27 Effective Date, shall be deemed to have fully, finally, and forever settled and released any and all  
28 claims against the Released Parties that were alleged or could have been alleged in the Action, as

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well as any other claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

**D. No Additional Attorneys' Fees or Costs**

Except for the attorneys' fees and costs set forth in this Settlement, the Parties agree to bear their own attorneys' fees and costs related to this Action.

**VI. MISCELLANEOUS PROVISIONS**

**A. Amendments or Modification**

The terms and provisions of this Settlement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel and approved by the Court.

**B. Assignment**

None of the rights, commitments, or obligations recognized under this Settlement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Settlement are for the sole benefit of the Parties under this Settlement, and shall not be construed to confer any right or to avail any remedy to any other person.

**C. Governing Law**

This Settlement 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, irrespective of the State of California's choice of law principles.

**D. Entire Agreement**

This Settlement, including the Exhibit referred to herein, which forms an integral part hereof, contains the entire understanding of the Parties hereto with respect of the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Settlement

1 and text contained in the Exhibit to this Settlement, the former (*i.e.*, Articles I through VI) shall be  
2 controlling, unless the Exhibit is changed by or in response to a Court order. There are no  
3 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject  
4 matter of this Settlement other than those expressly set forth or referred to herein. This Settlement  
5 supersedes all prior agreements and understandings among the Parties hereto with respect to the  
6 settlement of the Action, including correspondence between Class Counsel and Defense Counsel  
7 and drafts of prior agreements or proposals.

8 **E. Waiver of Compliance**

9 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
10 obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the  
11 extent permitted under applicable law, by the Party or Parties and their respective counsel hereto  
12 entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to  
13 insist upon strict compliance with any representation, warranty, covenant, agreement, or condition  
14 shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

15 **F. Counterparts and Fax/PDF Signatures**

16 This Settlement, and any amendments hereto, may be executed in any number of  
17 counterparts and any Party and/or their respective counsel hereto may execute any such counterpart,  
18 each of which when executed and delivered shall be deemed to be an original and all of which  
19 counterparts taken together shall constitute one instrument. A fax or PDF signature on this  
20 Settlement shall be as valid as an original signature.

21 **G. Meet and Confer Regarding Disputes**

22 Should any dispute arise among the Parties or their respective counsel regarding the  
23 implementation or interpretation of this Settlement, a representative of Class Counsel and a  
24 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior  
25 to submitting such disputes to the Court. However, no party shall be required to consent to any  
26 material change of this Settlement, including but not limited to issues impacting the Gross  
27 Settlement Amount, PAGA Period, Class Period, and/or the releases set forth herein, even if such  
28

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material change to the Settlement is necessary to achieve Court approval of the same.

**H. Agreement Binding on Successors**

This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

**I. Cooperation in Drafting**

The Parties have cooperated in the negotiation and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Settlement.

**J. Fair Settlement**

Plaintiffs, Defendant, Class Counsel, and Defense Counsel believe that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

**K. Headings**

The descriptive heading of any section or paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement and shall not be considered in interpreting this Settlement.

**L. Notice**

All notices, demands, or other communications given under this Settlement must be in writing and addressed as follows:

*To Plaintiff and the Class:*

Justin F. Marquez  
Benjamin H. Haber  
Maxim Gorbunov  
WILSHIRE LAW FIRM, PLC  
3055 Wilshire Blvd., 12<sup>th</sup> Floor  
Los Angeles, CA 90010  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

And

SAGASER, WATKINS & WIELAND PC  
ATTORNEYS AT LAW  
5260 North Palm Avenue, Suite 400  
Fresno, California 93704  
Telephone: (559) 421-7000

*To Defendant:*

Ian B. Wieland  
Michael J. Conway II  
SAGASER, WATKINS & WIELAND, PC  
5260 North Palm Avenue, Suite 400  
Fresno, California 93704  
Telephone: (559) 421-7000  
Facsimile: (559) 473-1483

**M. Enforcement of Settlement and Continuing Court Jurisdiction**

To the extent consistent with class action procedure, this Settlement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement.

**N. Mutual Full Cooperation**

The Parties agree fully to cooperate with each other to accomplish the terms of this Settlement, including but not limited to execution of such documents, and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement, to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court. However, no party shall be required to consent to any material change of this Settlement, including but not limited to issues impacting the Gross Settlement Amount, PAGA Period, Class Period, and/or the releases set forth herein, even if such a material change to the Settlement is necessary to achieve Court approval of the same.

**O. Authorization to Act**

Class Counsel warrants and represents that they are authorized by Plaintiffs, and Defense

Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Settlement, except for signing the documents (including but not limited to this Settlement) that are required to be signed by the Parties and funding the Settlement. Defense Counsel shall have no obligations to Class Members by virtue of this Agreement and shall have no obligation to fund this Settlement.

**P. No Reliance on Representations**

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Settlement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Settlement, or with respect to any other matters. No representations, warranties, or inducements have been made to any party concerning this Settlement.

**Q. No Collateral Attack**

This Settlement shall not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of his or her Individual Settlement Payment.

**R. Invalidity of Any Provision**

Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application and, to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable party.

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**S. Confidentiality/Non-Publicity**

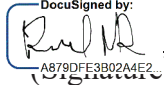
Plaintiff and their counsel will keep this Agreement confidential through preliminary approval. Thereafter, Plaintiff and their counsel will further agree to keep this Agreement confidential, including without limitation no disclosures to current or former employees of the Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain and seek approval of this settlement in court and as is necessary to provide settlement information to Class Members, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party.

**EXECUTION BY PARTIES**

The Parties hereby execute this Settlement.

Dated: 9/27/2024

RAUL MORALES REYES

By:  \_\_\_\_\_  
(Signature)

Dated: \_\_\_\_\_

MARIANO GUTIERREZ GAMA

By: \_\_\_\_\_  
(Signature)

Dated: \_\_\_\_\_

GIUMARRA VINEYARDS CORPORATION

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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Telephone: (559) 421-7000

**S. Confidentiality/Non-Publicity**

Plaintiff and their counsel will keep this Agreement confidential through preliminary approval. Thereafter, Plaintiff and their counsel will further agree to keep this Agreement confidential, including without limitation no disclosures to current or former employees of the Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain and seek approval of this settlement in court and as is necessary to provide settlement information to Class Members, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party.

**EXECUTION BY PARTIES**

The Parties hereby execute this Settlement.

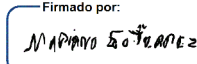
Dated: \_\_\_\_\_

RAUL MORALES REYES

By: \_\_\_\_\_  
(Signature)

Dated: 9/30/2024  
\_\_\_\_\_

MARIANO GUTIERREZ GAMA

By:  \_\_\_\_\_  
Firmado por:  
87AC23C758E24DE...

Dated: \_\_\_\_\_

GIUMARRA VINEYARDS CORPORATION

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**S. Confidentiality/Non-Publicity**

Plaintiff and their counsel will keep this Agreement confidential through preliminary approval. Thereafter, Plaintiff and their counsel will further agree to keep this Agreement confidential, including without limitation no disclosures to current or former employees of the Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain and seek approval of this settlement in court and as is necessary to provide settlement information to Class Members, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party.

**EXECUTION BY PARTIES**

The Parties hereby execute this Settlement.

Dated: \_\_\_\_\_

RAUL MORALES REYES

By: \_\_\_\_\_  
(Signature)

Dated: \_\_\_\_\_

MARIANO GUTIERREZ GAMA

By: \_\_\_\_\_  
(Signature)

Dated: 8 Nov. 2024

GIUMARRA VINEYARDS CORPORATION

By:  \_\_\_\_\_  
(Signature)

Jeffrey Giumarra  
(Printed Name)

CFO  
(Title)

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Fresno, California 93704  
Telephone: (559) 421-7000

Approved as to form:

Dated: 09/30/2024

WILSHIRE LAW FIRM

By:   
Justin F. Marquez  
Benjamin H. Haber  
Maxim Gorbunov  
WILSHIRE LAW FIRM, PLC  
Attorneys for Plaintiffs

Dated:

SAGASER, WATKINS & WIELAND, PC

By:   
Ian B. Wieland  
Michael J. Conway II  
Attorneys for Defendant

**PROOF OF SERVICE**

*Morales v. Giumarra Vineyards Corporation., et al.*  
*BCV-21-102139*

STATE OF CALIFORNIA                     )  
                                                          ) ss  
COUNTY OF KERN                     )

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On October 28, 2025, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Ian B. Wieland (SBN 285721)  
[ian@sw2law.com](mailto:ian@sw2law.com)  
Michael J. Conway (SBN 322030)  
[mikec@sw2law.com](mailto:mikec@sw2law.com)  
Tristan Matthews  
[tristan@sw2law.com](mailto:tristan@sw2law.com)  
Stephanie Garcia  
[stephanie@sw2law.com](mailto:stephanie@sw2law.com)  
**SAGASER, WATKINS & WIELAND PC**  
5260 N. Palm A venue, Suite 400  
Fresno, California 93 704  
Telephone: (559) 421-7000  
Facsimile: (559) 473-1483

Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on October 28, 2025, at Los Angeles, California.

  
\_\_\_\_\_  
Rebecca Padilla