

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff ELIZABET SANCHEZ

[additional counsel continued on next page]

Elizabeth Staggs-Wilson (Bar No. 183160)
John H. Adams, Jr.(Bar No. 253341)
Littler Mendelson, P.C.
500 Capitol Mall, Suite 2000
Sacramento, California 95814
Telephone: 916.830.7200
Fax No.: 916.561.0828

Attorneys for PACIFIC COAST PRODUCERS

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation ; and DOES 1 to 100, inclusive,

Defendant.

Case No.: STK-CV-UOE-2021-11106

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: December 7, 2021
FAC Filed: February 14, 2022
SAC Filed: March 29, 2023
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Trial Date: None Set

1 Jose R. Garay (SBN: 200494)
2 jose@garaylaw.com

3 Jose Garay, APLC
4 249 E. Ocean Blvd. #814
5 Long Beach, CA 90802
6 Telephone: (949) 208-3400
7 Facsimile: (562) 590-8400

8 Daniel J. Hyun (State Bar No. 309184)
9 dh@danielhyunlaw.com

10 Law Office of Daniel J. Hyun
11 1100 West Town and Country Road, Suite 1250
12 Orange, California 92868
13 Telephone: (949) 590-4122
14 Facsimile: (949) 528-2596

15 Attorneys for Plaintiff GRISELDA RAMIREZ
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1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between Plaintiffs Elizabet Sanchez and Griselda Ramirez (collectively “Plaintiffs”), on behalf
3 of themselves, the Labor and Workforce Development Agency, Settlement Class Members, and PAGA
4 Employees, and Defendant Pacific Coast Producers, (“Defendant”). This Agreement is subject to the terms
5 and conditions set forth below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the cases of *Sanchez v. Pacific Coast Producers*, San Joaquin County
9 Superior Court, Case No. STK-CV-UOE-2021-11106, filed December 7, 2021, and *Ramirez v. Pacific*
10 *Coast Producers*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-0010664, filed
11 November 18, 2022.

12 1.2 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
13 Regarding Class Action and PAGA Settlement and Release.

14 1.3 “Class Representatives” means Plaintiff Elizabet Sanchez and Griselda Ramirez.

15 1.4 “Class Representatives’ Released Claims” means all claims arising from or that are related
16 in any way to the Class Representatives’ employment with Defendant, or that could have been asserted
17 under federal, state, or local laws, and/or ordinances, or tort or contract theories, whether known or
18 unknown, and whether anticipated or unanticipated, including without limitation statutory, constitutional,
19 contractual or common law claims for lost wages, unpaid wages, emotional distress, punitive damages,
20 special damages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation
21 costs, restitution, equitable relief or other similar relief or claims. In addition, as to the claims of Class
22 Representatives, the Released Claims further include, without limitation, any and all claims whatsoever
23 regarding Class Representatives’ respective employment and/or termination of employment including, but
24 not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits,
25 stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful
26 retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law
27 torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful
28 discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendant’s right

to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Class Representatives shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Class Representatives, for themselves, have read Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Class Representatives understand that Section 1542 gives them the right not to release existing claims of which they are not now aware unless they voluntarily choose to waive this right. Having been so apprised, Class Representatives nevertheless voluntarily waive the rights described in Section 1542 and elect to assume all risks for claims that now exist in their favor, whether known or unknown. The release of the claims of Class Representatives as set forth in this paragraph is a condition precedent to enforcement of this Settlement Agreement. The Class Representatives' Released Claims exclude claims for workers' compensation, unemployment insurance benefits, or other claims that cannot be released as a matter of law.

1.5 "Complaint" means the operative Complaint on file in the Action with the Court.

1.6 "Court" means the San Joaquin County Superior Court.

1.7 "Defendant" means Pacific Coast Producers.

1.8 "Defendant's Counsel" means Littler Mendelson, P.C.

1.9 "End Date" means the sooner of the Preliminary Approval Date or the date Defendant has elected to end the Settlement Class Period so as not to exceed 376,287 workweeks pursuant to Section 10.2.

1.10 "Enhancement Payment" means the amount approved by the Court to be paid to the Class Representatives in recognition of the time and effort expended on behalf of Settlement Class Members for the benefit of Settlement Class Members, which is in addition to any Individual Settlement Amount paid to the Class Representatives as a Participating Class Member.

1 1.11 “Effective Date” means the later of the following events: five (5) calendar days after the
2 period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has
3 elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the
4 Final Approval Date and filing of a notice of entry of judgment; or, if any appeal, writ, or other appellate
5 proceeding opposing Final Approval has been filed within that timeframe; five business days after any
6 appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively been
7 dismissed with no right to pursue further remedies or relief. No funding of the Settlement shall occur until
8 at least ten (10) calendar days after the Effective Date.

9 1.12 “Final Approval Date” means the date a signed order granting final approval of this
10 Agreement is filed with or entered by the Court and a notice of entry of judgment has been filed.

11 1.13 “Gross Settlement Amount” is the sum of Two Million Fifty Three Thousand Dollars and
12 Zero Cents (\$2,053,000.00) or the proportional increased amount Defendant elects to pay pursuant to
13 Section 10.2 of this Agreement.

14 1.14 “Individual Settlement Amount” means an individual Settlement Class Member’s and
15 PAGA Employee’s allocation of the Net Settlement Amount and PAGA Payment, respectively, as defined
16 in Sections 1.16, 1.20, 5.5, and 5.8.

17 1.15 “LWDA” means the California Labor and Workforce Development Agency.

18 1.16 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
19 distribution to Settlement Class Members, as described in this Agreement, after deduction of Settlement
20 Class Counsel’s attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment,
21 and Enhancement Payment to the Class Representatives.

22 1.17 “Notice of Settlement” means the document substantially in the form attached hereto as
23 Exhibit 1.

24 1.18 “Notice Period” means forty-five (45) calendar days from the initial mailing of the Notice
25 of Settlement to Settlement Class Members and PAGA Employees.

26 1.19 “PAGA” means Private Attorneys General Act.

27 1.20 “PAGA Employee(s)” means all persons who are Settlement Class Members who were
28 Employed by Defendant at any time from December 7, 2020, through the End Date.

1 1.21 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
2 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

3 1.22 “PAGA Period” means the time period from December 7, 2020, through the End Date.

4 1.23 “Parties” mean Defendant and Plaintiffs.

5 1.24 “Participating Class Member” means any and all Settlement Class Members who have not
6 made any timely request to opt-out of the Agreement.

7 1.25 “Preliminary Approval Date” means the date a signed order granting preliminary approval
8 of this Agreement is filed with or entered by the Court.

9 1.26 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
10 benefit of the Participating Class Members and/or PAGA Employees and from which the payments under
11 this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall
12 remain the property of Defendant until the payments required under the Agreement are made.

13 1.27 “Qualifying Pay Periods” are pay periods worked by PAGA Employees during the PAGA
14 Period in California. A Qualifying Pay Period shall include any pay period in which a PAGA Employee
15 worked at least one (1) day. The determination of a PAGA Employee’s Qualifying Pay Periods and
16 whether a PAGA Employee was actively employed in California in a particular pay period shall be
17 construed from Defendant’s records.

18 1.28 “Qualifying Workweeks” are weeks worked by Settlement Class Members during the
19 Settlement Class Period in California. Qualifying Workweeks shall be defined as the total length of service
20 (in days) in California during the Settlement Class Period divided by seven. The calculation of a Settlement
21 Class Member’s workweeks and a determination as to whether a Settlement Class Member was actively
22 employed in California in a particular workweek shall be construed from Defendant’s records.

23 1.29 “Released Class Claims” means the claims set forth in the Action, including, but not limited
24 to: (1) failure to pay overtime wages; (2) meal period violations; (3) rest period violations; (4) wage
25 statement violations; (5) failure to timely pay final wages; (6) failure to reimburse expenses; (7) failure to
26 pay minimum wages; (8) failure to pay all wages; (9) making unlawful deductions; (10) violation of Labor
27 Code section 2100, *et seq.*, and (11) claims for unfair competition based thereon, as well as any claims that
28 reasonably could have been asserted based on the facts alleged in the Action or any letter to the LWDA

concerning Defendant and the Class Representatives and/or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties), as well as any claims under the California Labor Code that were asserted or reasonably could have been asserted based on the facts alleged in the Action or Plaintiffs' letters to the LWDA for violations of Labor Code sections 201, 201.3, 201.5, 201.6, 201.9, 202, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218.6, 221, 222, 223, 226, 226.3, 226.7, 245, 245.8, 246, 246.5, 247, 248.5, 256, 351, 352, 353, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197 *et seq.*, 1197.1, 1198, 1198.5, 1199, 2100-2112, 2699.3, 2699.5, 2800, 2802, 2810.5 and California Code of Civil Procedure section 1021.5.

1.30 "Released PAGA Claims" means the PAGA claims asserted in the Action or Plaintiffs' letters to the LWDA or that reasonably could have been asserted based on the facts alleged in the Action or Plaintiffs' letters to the LWDA, whether or not asserted under California Labor Code and California Industrial Welfare Commission Wage Orders for violations of Labor Code sections 96(k), 98.6, 201, 201.3, 201.5, 201.6, 201.7, 201.9, 202, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 213(d), 216, 221, 222, 222.5, 223, 224, 226, 226(a), 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 245, 245.8, 246, 246.5, 247, 248.5, 256, 351, 352, 353, 403, 404(b), 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 558, 558.1, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1024.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174, 1174.5, 1194, 1194.2, 1197 *et seq.*, 1197.1, 1197.5, 1198, 1198.3, 1198.5, 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5, 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2100 *et seq.*, 2651, 2673, 2673.1, 2695.2, 2699, 2699.3, 2699.5, 2800, 2801, 2802, 2806, 2810, 2810.5, 2929, 3073.6, 6310, 6311, 6399.7, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* PAGA Employees cannot opt out of this waiver of claims.

1.31 "Released Parties" means Defendant and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to Pacific Coast Producers, as well as each of its past, present and future officers, directors, employees, partners,

members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

1.32 “Settlement Administrator” means and refers to Apex Class Action, LLC, the third-party entity that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator.

1.33 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required by this Agreement, and shall include all costs of administering the Agreement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Settlement Class Members and/or PAGA Employees; all costs and fees associated with communicating with Settlement Class Members and/or PAGA Employees, Settlement Class Counsel, and Defendant’s Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Individual Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

1.34 “Settlement Class” means all current and former non-exempt, California, hourly paid employees of Defendant at any time from December 7, 2017, through the End Date.

1.35 “Settlement Class Counsel” means Justin P. Rodriguez, Galen T. Shimoda, and Renald Konini of Shimoda & Rodriguez Law, PC, Jose R. Garay of Jose Garay, APLC, and Daniel J. Hyun of Law Office of Daniel J. Hyun.

1.36 “Settlement Class Member” means any individual who is a member of the Settlement Class.

1 1.37 "Settlement Class Period" means the time period from December 7, 2017, through the End
2 Date.

3 **2. DESCRIPTION OF THE LITIGATION**

4 2.1 Prior to filing their respective lawsuits, Plaintiffs sent notice to the LWDA to exhaust
5 administrative remedies under the PAGA for alleged violations of the California Labor Code, including for
6 failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or pay meal
7 period premiums in lieu thereof, failure to provide rest periods or pay rest period premiums in lieu thereof,
8 failure to provide accurate wage statements, failure to pay final wages, failure to pay reimbursements for
9 expenses, failure to maintain accurate records, failure to provide paid sick leave, violation of quota laws,
10 and unlawful deductions. Plaintiff Elizabet Sanchez sent notice on November 24, 2021, and further
11 amended notices on March 20, 2023, and June 29, 2023. Plaintiff Griselda Ramirez sent notice on
12 November 10, 2022, and a further amended notice on April 13, 2023. The LWDA did not respond to the
13 notices within the statutorily required time frame and, as such, Plaintiffs became authorized to act as a
14 Private Attorneys General on all alleged PAGA claims.

15 2.2 On or about December 7, 2021, Plaintiff Sanchez filed a class action complaint in San
16 Joaquin County Superior Court on behalf of herself and similarly situated employees against Defendant.
17 Plaintiff Sanchez filed a First Amended Complaint on approximately February 14, 2022, to add a PAGA
18 cause of action based on the violations alleged in the November 24, 2021, notice to the LWDA on behalf
19 of herself and PAGA Employees. On or about March 29, 2023, Plaintiff Sanchez filed a Second Amended
20 Complaint to add additional claims under the PAGA cause of action based on the violations alleged in the
21 March 20, 2023, notice to the LWDA. On or about November 18, 2022, Plaintiff Ramirez filed a separate
22 class action complaint in San Joaquin County Superior Court on behalf of herself and similarly situated
23 employees against Defendant. Plaintiff Ramirez filed a First Amended Complaint on approximately
24 February 1, 2023, to add a PAGA cause of action based on the violations alleged in the November 10,
25 2022, notice to the LWDA. Both lawsuits alleged wage and hour violation and/or PAGA claims based on
26 the alleged violations of the California Labor Code outlined above as well as derivate claims for unfair
27 competition under the California Business and Professional Code sections 17200 *et seq.* On or about
28 September 19, 2023, Plaintiffs filed a Third Amended Complaint in this lawsuit, consolidating all claims,

1 causes of action, parties, and allegations in the Action.

2 2.3 Through informal discovery, Defendant and Defendant's Counsel provided copies of all
3 applicable versions of its policies and procedures, employee handbooks, and all payroll data for all
4 Settlement Class Members, including their timecard data, paystub data, rates of pay, workweeks, and pay
5 periods. Settlement Class Counsel independently investigated all aspects of the claims through interviews
6 of Settlement Class Members, former managerial employees, investigation of applicable collective
7 bargaining agreements, and other pertinent information relating to the alleged claims.

8 2.4 On June 26, 2023, mediation was held with Hon. Ann I. Jones (Ret.). At the conclusion of
9 the mediation, a settlement covering all claims in the Action was reached. At all times, the settlement
10 negotiations have been non-collusive, adversarial, and at arm's length. To facilitate a more efficient, cost
11 effective approval process, the Parties agreed to consolidate the Action into Plaintiff Sanchez's lawsuit.

12 2.5 Discussions between Plaintiffs and Settlement Class Counsel, between counsel for the
13 Parties, document productions, extensive legal analysis, the provision of information by Defendant and the
14 detailed analysis of the records have permitted each side to assess the relative merits of the claims and the
15 defenses to those claims.

16 2.6 In the Action, Plaintiffs contend that Defendant violated California law by: (1) failing to
17 pay overtime wages, (2) failing to provide meal periods or pay meal period premiums in lieu thereof, (3)
18 failing to provide rest periods or pay rest period premiums in lieu thereof, (4) failing to provide accurate
19 wage statements, (5) failing to timely pay final wages, (6) failing to pay reimbursements for expenses, (7)
20 failing to pay minimum wage for all hours worked, (8) failing to pay all wages due, (9) engaging in
21 violations of quota laws, (10) making unlawful deductions, (11) engaging in unfair competition, and (12)
22 committing PAGA violations. Defendant has denied each of Plaintiffs' claims and Defendant has denied
23 that this Action is appropriate for class certification for anything other than settlement purposes. The
24 agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential
25 exposure for and defenses to the underlying claims and the class data supporting these claims. The Parties,
26 with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on
27 Defendant's factual and legal contentions and defenses.

28 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery

1 and the information exchanged to date, are more than sufficient to assess the merits of the respective
2 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Settlement Class
3 Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled
4 in a manner and upon such terms and conditions set forth herein in order to avoid further expense,
5 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
6 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
7 Plaintiffs, Settlement Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the
8 Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all
9 known facts and circumstances.

10 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

11 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
12 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
13 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
14 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
15 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
16 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
17 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
18 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
19 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
20 evidence that may be applicable.

21 3.2 Defendant has denied all claims as to liability, damages, liquidated damages, penalties,
22 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant
23 has agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
24 the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to
25 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
26 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
27 any and all other potential defenses or privileges.

28 ///

1 **4. SCOPE OF THE CLASS**

2 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
3 obligations and duties required under the Agreement shall include all Settlement Class Members as defined
4 in Sections 1.34 and 1.36 and all PAGA Employees as defined in Section 1.20. However, the scope of the
5 class shall not include any Settlement Class Members who submit valid and timely requests to opt-out of
6 the Agreement and settlement, as set forth in Section 7.5.1.

7 4.2 Only Participating Class Members and PAGA Employees are entitled to recover under this
8 Agreement.

9 4.3 Any person who believes that he or she is a Settlement Class Member or PAGA Employee
10 and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her
11 name did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit
12 a data request to the Settlement Administrator. The data request must contain all of the following
13 information: (a) the full name and, if applicable, Social Security Number of the individual making the
14 request; (b) the name used by such employee as of the time his or her employment with Defendant ended;
15 (c) the individual's dates of employment with Defendant; and (d) a return address to which a response may
16 be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
17 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
18 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event
19 more than two business days) transmit the data requests to Defendant's Counsel and request that Defendant
20 review its records.

21 4.4 If Defendant agrees that the person listed in a data request is a Settlement Class Member
22 and/or PAGA Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
23 person who submitted the data request, at the address designated for that purpose in the data request. All
24 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent
25 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
26 in response shall be treated by the Settlement Administrator as a Settlement Class Member and/or PAGA
27 Employee for all other purposes.

28 4.5 If Defendant does not agree that the person listed in a data request is a Settlement Class

Member and/or PAGA Employee, Defendant's Counsel and Settlement Class Counsel shall attempt to resolve any such dispute in good faith within seven (7) calendar days of Settlement Class Counsel being advised in writing of the data request dispute. Defendant's records shall control unless the individual submitting the data request provides persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendant's Counsel and Settlement Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendant's Counsel and Settlement Class Counsel submit the dispute to the Settlement Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject to Court review.

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendant shall pay the Gross Settlement Amount (\$2,053,000.00). Funding of the Gross Settlement Amount shall occur within ten (10) calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class Members, PAGA Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payments to the Class Representatives and the PAGA Payment. Any monies necessary to satisfy Defendant's tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement Amount. In no event shall Defendant be liable for the payment of any amounts exceeding the Gross Settlement Amount with the exception of the employer's share of payroll taxes due and payable as a result of this Settlement.

5.2 Attorneys' Fees and Costs: Settlement Class Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant will not oppose Settlement Class Counsel's application for attorneys' fees so long as it does not

1 exceed the 35% threshold. Settlement Class Counsel will also be entitled to reimbursement for advanced
2 litigation expenses not to exceed \$30,000, which shall be paid from the Gross Settlement Amount.
3 Defendant will not oppose Settlement Class Counsel's request for reimbursement for advanced litigation
4 expenses so long as they do not exceed the \$30,000 threshold. The Settlement Administrator will issue
5 Settlement Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement.
6 In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the
7 requested amounts not awarded to Settlement Class Counsel shall be added to the Net Settlement Amount
8 to be distributed to Participating Class Members on a pro rata basis. Any reduction by the Court of
9 Settlement Class Counsel's requested attorneys' fees and/or reasonable costs/expenses shall not be
10 sufficient grounds to void the Settlement.

11 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
12 Gross Settlement Amount and shall not exceed \$50,000. The difference between any actual costs and the
13 allocated \$50,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
14 Members on a pro rata basis.

15 5.4 Enhancement Payment: Settlement Class Counsel, on behalf of the Class Representatives,
16 shall apply to the Court for an Enhancement Payment to the Class Representatives in an amount not to
17 exceed Fifteen Thousand Dollars (\$15,000) each to compensate for the risks, time, and expense of their
18 involvement in the Action and securing the benefits of this Agreement for Settlement Class Members. The
19 Enhancement Payment is in addition to the Individual Settlement Amount the Class Representatives would
20 otherwise be due under the Agreement as Participating Class Members. Defendant will not oppose
21 Settlement Class Counsel's request for the Enhancement Payments, so long as they do not exceed the
22 amounts stated herein. The Enhancement Payments will be designated as a non-wage payment and
23 reported on an IRS Form 1099-MISC. In the event that the Court awards less than the amount requested,
24 then any portion of the requested Enhancement Payments not awarded to the Class Representatives shall
25 be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.
26 Any reduction by the Court of the requested Enhancement Payments shall not be sufficient grounds to void
27 the Settlement.

28 5.5 PAGA Payment: One Hundred Thousand Dollars (\$100,000) of the Gross Settlement

1 Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA
2 Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to PAGA Employees on
3 a pro rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated
4 PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating Class
5 Members on a pro rata basis.

6 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
7 Payment allocated to Participating Class Members and/or PAGA Employees that were not claimed by
8 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
9 donated equally, i.e. 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine
10 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason. Because
11 the Agreement provides for the complete distribution of the Gross Settlement Amount, there will be no
12 unclaimed cash residue, unclaimed, or abandoned funds under California Civil Procedure Code section 384
13 pursuant to *In re Microsoft I-V Cases*, 135 Cal.App.4th 706 (2006).

14 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
15 Participating Class Members and PAGA Employees shall be deemed to be income solely in the year in
16 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
17 Individual Settlement Amounts will not entitle any Participating Class Member or PAGA Employee to any
18 new or additional compensation or benefits under any company bonus or other compensation or benefit
19 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
20 Class Member or PAGA Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
21 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement
22 Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Participating
23 Class Members and PAGA Employees in connection with this Agreement (notwithstanding any contrary
24 language or agreement in any benefit or compensation plan document that might have been in effect during
25 the period covered by this Agreement).

26 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and PAGA
27 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
28 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for

1 approved attorneys' fees and costs, any Enhancement Payment to the Class Representatives, the Settlement
2 Administrator Costs, and the PAGA Payment. Each Settlement Class Member's share will be initially
3 determined by dividing their total Qualifying Workweeks within the Settlement Class Period by the total
4 Qualifying Workweeks of all Settlement Class Members within that same period. That fraction will then
5 be multiplied by the Net Settlement Amount to arrive at the Settlement Class Member's individual share
6 of the Net Settlement Amount. Any funds allocated to Settlement Class Members under this formula who
7 timely opt out of the Settlement will be redistributed to Participating Class Members on a pro rata basis,
8 i.e. each Participating Class Member's share will be determined by dividing their total Qualifying
9 Workweeks within the Settlement Class Period by the total Qualifying Workweeks of all Participating
10 Class Members during that same period and that fraction will then be multiplied by the Net Settlement
11 Amount to arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each
12 PAGA Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their
13 total Qualifying Pay Periods within the PAGA Period by the total Qualifying Pay Periods by all PAGA
14 Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA
15 Payment to arrive at the PAGA Employee's individual share. A PAGA Employee will receive their
16 individual share of the PAGA Payment regardless of whether they opt out of being a Settlement Class
17 Member.

18 5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to
19 Participating Class Members and/or PAGA Employees reflect a settlement of a dispute over claimed
20 penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes
21 on the amounts paid to Participating Class Members as wages as well as calculating all required
22 withholdings and deductions from said wage payments. The characterization of Individual Settlement
23 Amounts to Participating Class Members and PAGA Employees are as follows:

24 5.9.1 Twenty Percent (20%) of each Participating Class Members' share of the Net
25 Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required
26 employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion
27 of their Individual Settlement Amount.

28 5.9.2 Eighty Percent (80%) of each Participating Class Members' share of the Net

1 Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be
2 deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not
3 wages, for which the Participating Class Members shall receive an IRS Form 1099-MISC.

4 5.9.3 The entirety (100%) of each PAGA Employee's share of the 25% portion of the
5 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
6 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
7 which the PAGA Employees shall receive an IRS Form 1099-MISC.

8 5.10 Participating Class Members and PAGA Employees shall be solely responsible for the
9 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
10 payments made pursuant to this Agreement, and shall hold the Parties, Settlement Class Counsel, and
11 Defendant's Counsel free and harmless from any claims resulting from treatment of such payments as non-
12 taxable, including the treatment of such payments as not subject to withholding or deduction for payroll
13 and employment taxes. No party has made any representation to any of the other Parties as to the taxability
14 of any payments pursuant to this Agreement, including the payments to Participating Class Members, the
15 payments to PAGA Employees, the payments to Settlement Class Counsel, the payments to the Class
16 Representatives, the payroll tax liability of Defendant, or the allocation of the Net Settlement Amount or
17 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
18 implications of any provision of this Agreement.

19 5.11 No Additional Contribution by Defendant: Defendant's monetary obligation under this
20 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
21 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
22 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
23 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
24 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
25 not meet the standards for settlement approval, then Defendant and Plaintiff shall be equally responsible
26 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and
27 the date of such event.

28 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement

only, certification of the class as defined in Section 1.36 and 4.1 is appropriate and the requisites for establishing class certification have been met and are met.

5.13 Adequacy of Settlement Class Counsel and Class Representatives: The Parties agree that, for purposes of settlement only, Settlement Class Counsel and Plaintiffs are adequate representatives for Settlement Class Members and PAGA Employees.

6. RELEASE

6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their successors in interest will be permanently enjoined and forever barred from prosecuting any of Released Class Claims against any of the Released Parties.

6.2 Release of Claims by PAGA Employees: Upon the Effective Date, all PAGA Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all Released Parties. In addition, on the Effective Date, all PAGA Employees and their successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against any of the Released Parties. PAGA Employees cannot opt out of this waiver of PAGA claims.

6.3 The claims released by Participating Class Members and PAGA Employees will include any claims for injunctive relief, declaratory relief, restitution, alleged or that could reasonably have been alleged under the facts asserted in the Action or Plaintiffs' letters to the LWDA.

6.4 Release by Plaintiffs: Upon the Effective Date, Plaintiffs will be deemed to fully, finally and forever release the Released Class Claims, Released PAGA Claims, and Class Representatives' Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiff and any successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released Class Claims, Released PAGA Claims, and Class Representatives' Released Claims against any of the Released Parties.

7. SETTLEMENT ADMINISTRATION

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
1) receiving Settlement Class Member and PAGA Employee contact information and confirming addresses

are valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate any individual Settlement Class Members and PAGA Employee whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Settlement Class Members; 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Settlement Class Counsel and Defendant's Counsel) from Settlement Class Members or PAGA Employees, including any associated documentation, regarding their Qualified Workweek and/or Qualified Pay Period calculations; 6) receiving and serving on Settlement Class Counsel, Defendant's Counsel, and the Court, copies of any written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Settlement Class Members and/or PAGA Employees; 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Settlement Class Members or PAGA Employees; 10) determining the validity of any disputes or late opt-outs by previously unidentified Settlement Class Members or PAGA Employees; 11) paying any residual funds from uncashed checks; 12) reporting to Settlement Class Counsel and Defendant's Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Participating Class Members and PAGA Employees; and 15) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes

1 relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the
2 Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this
3 Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

4 7.2 Notice to Settlement Class Members and PAGA Employees: The Notice of Settlement will
5 be sent to Settlement Class Members and PAGA Employees in both English and Spanish. The Notice of
6 Settlement will provide Settlement Class Members and PAGA Employees with a summary of the terms
7 and conditions of the Agreement, how to participate in the settlement, how to object to the Agreement, how
8 to dispute the individual's Qualifying Workweeks and/or Qualifying Pay Periods, and how to opt-out from
9 the Agreement. The Notice of Settlement will also inform Settlement Class Members and PAGA
10 Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees and costs
11 allocations, any proposed Enhancement Payments, proposed Settlement Administrator Cost allocations,
12 proposed PAGA Payment allocations, the scope of the class, the nature and extent of the released claims,
13 dates set for a fairness hearing and hearing on Settlement Class Counsels' motion for attorneys' fees and
14 costs. The Notice of Settlement shall include information regarding Class Members' and PAGA
15 Employees' estimated Individual Settlement Amount. The Notice of Settlement will provide information
16 on how to access electronic copies online of the Notice of Settlement, any motions for approval of the
17 Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court
18 directs.

19 7.3 Class Member Data and Mailing: No later than sixty (60) calendar days after the
20 Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the name, last
21 known mailing address, last known telephone number, Social Security Number, Qualifying Workweeks
22 and Qualifying Pay Periods for each Class Member and PAGA Employee, and any other information the
23 Settlement Administrator needs to effectuate notice to Settlement Class Members and PAGA Employees
24 as outlined herein. The Settlement Administrator shall review the data to determine the number of
25 Qualifying Workweeks and Qualifying Pay Periods for each Class Member and PAGA Employee. No
26 later than twenty-one (21) calendar days after receipt of such address information, the Settlement
27 Administrator will perform a national change of address ("NCOA") search, update the addresses per the
28 results of the NCOA search, and then mail the Notice of Settlement, substantially in the form attached as

Exhibit 1, to each Class Member and PAGA Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information received from Defendant confidential to itself, and Defendant's Counsel. However, Settlement Class Counsel shall be able to review the breakdown of Qualified Workweeks, Qualified Pay Periods, and estimated Individual Settlement Amounts for Settlement Class Members and PAGA Employees prior to mailing for quality assurance provided the personal identifying information is redacted and/or omitted.

7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) calendar days to any more recent address found as a result of the search. Following each search that does not result in a corrected address, for those Settlement Class Members who appear to be current employees of Defendant at the time of the Preliminary Approval Date, the Settlement Administrator shall contact Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Settlement Class Members to the extent they are active employees of Defendant. In the event the Notice of Settlement is forwarded to a new address and/or re-mailed to a Settlement Class Member, the deadline for the Settlement Class Member to submit any request to opt-out, a dispute, or an objection shall be the end of the Notice Period or fifteen (15) calendar days from the date of the re-mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are followed and the Settlement Class Member does not timely and properly request to opt-out, the Settlement Class Member shall be bound by all terms of the Agreement, including the releases contained in Section 6.

7.5 Responses to Notice of Settlement:

7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Settlement Class Members who wish to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The request to opt-out must (a) state the Settlement Class Member's full name and date of birth;

(b) a statement that he or she does not want to be a Settlement Class Member, does not want to participate in the settlement, and/or wants to be excluded from the settlement; (c) identify the case name and number (*i.e. Sanchez, et al. v. Pacific Coast Producers*, Case No. STK-CV-UOE-2021-11106); (d) be signed; and (e) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Settlement Class Member must personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of Settlement Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request to opt-out has been timely submitted. Any Settlement Class Member who requests to opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor will they have any right to object, appeal or comment thereon. The name of any Settlement Class Member who submits a valid and timely opt-out request will be specifically identified in any proposed order granting final approval. Settlement Class Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and any order or final judgment thereon. Regardless of whether an PAGA Employee opts out of being a Class Member, they will still receive their share of the PAGA Payment as PAGA Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

7.5.2 Objection Procedures: Any Class Member who does not opt-out but who wishes to object to this Agreement or otherwise to be heard concerning this Agreement shall send their written objections to the Settlement Administrator and also serve copies of the objections on Settlement Class Counsel and Defendant's Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny the Agreement, not change the terms of the Agreement. The objection must (a) state the Settlement Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a Settlement Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d) identify the case name and number (*i.e. Sanchez, et al. v. Pacific Coast Producers*, Case No. STK-CV-UOE-2021-11106); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Notice of Settlement will inform the Settlement Class Member that they should also file a notice of intent to appear with the Court and serve the notice on Settlement Class Counsel and Defendant's Counsel, if they intend to appear at the final approval hearing.

1 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
2 Workweeks or Qualifying Pay Periods on the Notice of Settlement shall contact the Settlement
3 Administrator. The dispute must (a) identify the nature of the dispute; (b) provide any information or
4 documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than the conclusion
5 of the Notice Period or the re-mailing timeline stated in Section 7.4. The Settlement Administrator shall
6 promptly (in no event more than two business days) forward all such disputes to Defendant's Counsel and
7 request that Defendant review the dispute. Defendant's records shall presumptively control unless the
8 Class Member can produce documentation evidencing other periods of employment worked. If Defendant
9 agrees with the submitted information, the Settlement Class Member shall be credited or subtracted
10 Qualifying Workweeks and/or Qualifying Pay Periods in accordance with their submitted dispute and that
11 final number of Qualified Workweeks and/or Qualifying Pay Periods shall govern the calculation of that
12 Settlement Class Member's Individual Settlement Amount. If Defendant disagrees with the submitted
13 information, Defendant's Counsel will promptly advise Settlement Class Counsel of the dispute, which
14 includes turning over any documentation submitted by the Settlement Class Member as part of the dispute.
15 Defendant's Counsel and Settlement Class Counsel shall attempt in good faith to resolve any such dispute
16 within five (5) calendar days of Settlement Class Counsel being advised of the dispute. Each dispute that
17 Defendant's Counsel and Settlement Class Counsel cannot timely resolve shall be resolved by the
18 Settlement Administrator, subject to Court review.

19 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
20 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
21 Administrator shall mail a letter to the Settlement Class Member within five (5) calendar days informing
22 them of the deficiency. If a deficiency letter is mailed to a Settlement Class Member, the deadline for the
23 Settlement Class Member to cure the deficiency shall be the end of the Notice Period or fifteen (15)
24 calendar days from the date of the deficiency letter, whichever is later.

25 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
26 to 7.5.4 shall constitute due and sufficient notice to Settlement Class Members of the Action and the
27 Agreement and shall satisfy Settlement Class Members' due process rights. Nothing else shall be required
28 of the Parties, Settlement Class Counsel, or Defendant's Counsel to provide notice of the proposed

1 Agreement.

2 7.7 Settlement Administrator Declaration Regarding Notice Period: Within twenty-one (21)
3 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide
4 Settlement Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury
5 providing a complete and detailed report regarding the statistics and responses of settlement administration
6 to date and all the Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

7 7.8 Settlement Administrator Payments to Participating Class Members, Settlement Class
8 Counsel and Plaintiff: Within twenty-one (21) calendar days after the Final Approval Date and the Court's
9 determination of the amount of attorneys' fees and costs payable to Settlement Class Counsel, the
10 Enhancement Payments payable to the Class Representatives, the PAGA Payment, and Settlement
11 Administrator Costs, the Settlement Administrator shall calculate the final Net Settlement Amount, the
12 final Individual Settlement Amounts for Participating Class Members and/or PAGA Employees, any
13 applicable taxes thereon, and report the results of these calculations Settlement Class Counsel and
14 Defendant's Counsel. Defendant shall wire the Gross Settlement Amount and applicable taxes necessary
15 to fund the Settlement as described in Section 5.1 to the Settlement Administrator within ten (10) calendar
16 days after the Effective Date to be to be held in trust in a QSF. Within fourteen (14) calendar days after
17 Defendant funds the settlement, the Settlement Administrator shall deliver payment of Settlement Class
18 Counsels' attorney's fees and costs, the Enhancement Payments payable to the Class Representatives, the
19 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs, and payment
20 to Participating Class Members and/or PAGA Employees as required under this Agreement and approved
21 by Court.

22 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
23 costs to Settlement Class Counsel unless another method is requested by Settlement Class Counsel.
24 Settlement Class Counsel shall provide the Settlement Administrator with the pertinent taxpayer
25 identification number and payment instructions after the Final Approval Date.

26 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
27 Enhancement Payments to the Class Representatives, care of Settlement Class Counsel unless another
28 method is requested by Settlement Class Counsel.

7.8.3 Only Participating Class Members and PAGA Employees will receive their Individual Settlement Amount.

7.8.4 The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendant agree to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required.

7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall issue Individual Settlement Amounts to Participating Class Members and PAGA Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Compliance and Settlement Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members and PAGA Employees to cash their settlement checks, the Settlement Administrator shall provide Settlement Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Settlement Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Settlement Class Members and PAGA Employees, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

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1	Last day for Defendant to provide Settlement Administrator with Settlement Class Member and PAGA Employee information	Within 60 calendar days after the Preliminary Approval Date
2		
3		
4	Last day for Settlement Administrator to complete NCOA search, update Settlement Class Member and PAGA Employee mailing information, and mail Notice of Settlement	Within 21 calendar days after the Settlement Administrators' receipt of Settlement Class Members' information from Defendant
5		
6		
7	Last day for Settlement Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 15 calendar days after Notice of Settlement is re-mailed, whichever is later
8		
9		
10	Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 21 calendar days after end of the Notice Period
11		
12		
13	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or PAGA Employees, any applicable taxes thereon, and report the results of these calculations to Settlement Class Counsel and Defendant's Counsel	Within 21 calendar days after the Final Approval Date
14		
15		
16		
17	Last day for Defendant to fund settlement	Within 10 calendar days after the Effective Date
18		
19		
20	Last day for Settlement Administrator to deliver payment of Settlement Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to PAGA Employees	Within 14 calendar days after Defendant has funded the settlement
21		
22		
23		
24	Last day for Participating Class Members and PAGA Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Employees
25		
26	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
27		
28		

Last day for Settlement Administrator to provide Parties with compliance declaration

Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within two weeks of signing this Agreement Settlement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendant's Counsel. Defendant's Counsel will provide comments and/or proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Settlement Class Counsel. With regard to the final approval documents, a similar two-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Settlement Class Members and PAGA Employees; 4) Preliminarily appointing Plaintiff and Settlement Class Counsel as representatives of Settlement Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Settlement Class Counsel; and 8) Scheduling a fairness hearing on the question of whether the proposed

1 Agreement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members.

2 9.1.2 Defendant shall not oppose Plaintiffs' motion for approval of the proposed
3 Agreement.

4 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
5 the process of giving Settlement Class Members notice and opportunity to object to the Agreement, as
6 necessary and appropriate to assure effective communication to individual Settlement Class Members of
7 information about their rights and obligations under this Agreement.

8 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
9 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
10 any, may be heard. Settlement Class Counsel shall provide the Court as part of the motion for final approval
11 of the Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of
12 the Notice of Settlement required to be mailed to Settlement Class Members by this Agreement, and of the
13 delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts. The
14 Settlement Administrator declaration shall identify, by name, any Settlement Class Member who submitted
15 a timely and valid request to opt out during the Notice Period.

16 9.2.1 Settlement Class Counsel and Defendant shall work in good faith to draft a mutually
17 agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final
18 Judgment. The Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final
19 Judgment shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to
20 be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving
21 the payment of an Enhancement Payment to the Class Representatives; 3) Approving Settlement Class
22 Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation
23 expenses; 4) Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain
24 jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's
25 orders.

26 9.2.2 Following entry of the Court's order granting final approval of the Agreement, the
27 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:
28 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement

1 be filed, all parties will support the final approval order on appeal or otherwise; 2) Settlement Class Counsel
2 will assist the Settlement Administrator as needed or requested in the process of identifying and locating
3 Participating Class Members and PAGA Employees entitled to payments under the Agreement and
4 assuring delivery of such payments; 3) Settlement Class Counsel and Defendant's Counsel will cooperate
5 with each other and assist the Settlement Administrator as needed or requested in completing the
6 distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Settlement Class
7 Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all
8 payments required to be made by this Agreement.

9 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
10 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and
11 PAGA Settlement and Final Judgment.

12 9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development
13 Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

14 **10. MISCELLANEOUS TERMS**

15 10.1 Defendant's Right to Withdraw Based on Opt-Outs: If 10% or more of Settlement Class
16 Members have submitted proper and timely requests to opt-out in accordance with the provisions of the
17 Agreement, Defendant may rescind the Agreement and all actions taken in its furtherance will be thereby
18 null and void. Defendant must exercise this right of rescission, in writing, to Settlement Class Counsel,
19 within fifteen (15) calendar days after the Settlement Administrator notifies the Parties of the total number
20 of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by
21 Defendant.

22 10.2 Escalator Clause: Defendant has represented that there are no more than 342,079 Qualified
23 Workweeks from December 7, 2017, through March 6, 2023, based on the available records as well as
24 reasonable extrapolation within the relevant time period. If the final number of Qualified Workweeks
25 worked by Settlement Class Members prior to preliminary approval exceeds 376,287 (110% of the
26 estimated number) at the time of preliminary approval, then the Gross Settlement Amount will increase
27 proportionally for workweeks over 376,287. However, if the final number of Qualified Workweeks
28 exceeds 376,287 (110% of the estimated number), Defendant shall have the option to shorten the

1 Settlement Class Period to an alternative end date to reduce the number of workweeks below 376,287
2 and avoid application of this escalator clause. This shall be determined by Defendant prior to hearing on
3 the motion for preliminary approval.

4 10.3 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
5 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
6 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
7 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
8 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
9 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
10 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
11 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
12 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
13 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
14 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
15 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
16 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
17 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
18 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
19 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
20 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
21 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
22 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
23 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
24 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
25 THIS AGREEMENT.

26 10.4 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
28 any person or entity any portion of any liability, claim, demand, action, cause of action or right released

1 and discharged in this Agreement.

2 10.5 Waiver of Appeal and Ability to Opt-Out: To the extent permitted by applicable law, by
3 signing this Agreement Defendant is waiving any rights to appeal from the Court's approval of the
4 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
5 Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

6 10.6 Right to Terminate Upon Material Modification: Subject to the obligation(s) of mutual full
7 cooperation set forth in this Settlement Agreement, either Plaintiffs or Defendant may terminate this
8 Settlement if, after submitting the settlement for approval to the Court as set forth herein, the Court declines
9 to enter the preliminary approval order, the final approval order, or judgment in substantially the form
10 submitted by the Parties, or if an appeal opposing the judgment is not ultimately dismissed or resolved
11 without upholding the settlement in substantially the form submitted by the Parties. The terminating party
12 shall give to the other party (through its/their counsel) written notice of its decision to terminate no later
13 than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. The
14 parties shall work together in good faith to re-submit any settlement approval or defend against any
15 potential appeals challenging this Settlement. Termination shall have the following effects:

16 10.6.1 The Settlement Agreement shall be terminated and shall have no force or
17 effect, and no party shall be bound by any of its terms.

18 10.6.2 In the event the Settlement Agreement is terminated, Defendant shall have
19 no obligation to make any payments to any party, Settlement Class Member, PAGA Employee or
20 attorney. If there are any fees incurred by the Settlement Administrator and the settlement is terminated
21 by Defendant, Defendant shall solely be responsible for any costs and fees incurred by the Settlement
22 Administrator.

23 10.6.3 The preliminary approval order, final approval order and judgment shall be
24 vacated.

25 10.6.4 The Agreement and all negotiations, statements and proceedings relating
26 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their
27 respective positions prior to entering into the Settlement.

28 10.6.5 Except as otherwise discoverable, neither this Agreement nor any ancillary

documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other lawsuit for any purpose whatsoever.

10.7 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

10.8 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will be entered according to this Agreement. The Parties stipulate and agree that the San Joaquin County Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6 and that the prevailing party in any action necessary to enforce the terms of the Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

10.9 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein.

10.10 No Admission of Liability: Neither the acceptance nor the performance by Defendant of the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the Complaint, the representative character of the Action, the validity of any of the claims that were or could have been asserted by Plaintiffs and/or Settlement Class Members in the Action, or of any liability or guilt of Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Settlement Class Members, or any other person, and Defendant specifically disclaim any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Settlement Class Members, or any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation.

1 10.11 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
 2 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
 3 third business day after mailing by United States certified mail, return receipt requested, addressed as
 4 follows:

5 To Plaintiff and the Class:

6 Galen T. Shimoda, Justin P. Rodriguez and Renald Konini
 7 Shimoda & Rodriguez Law, PC
 8 9401 East Stockton Blvd., Suite 120
 9 Elk Grove, CA 95624

10 Jose R. Garay
 11 Jose Garay, APLC
 12 249 E. Ocean Blvd. #814
 13 Long Beach, CA 90802

14 Daniel J. Hyun
 15 Law Office of Daniel J. Hyun
 16 1100 West Town and Country Road, Suite 1250
 17 Orange, California 92868
 18 Telephone: (949) 590-4122
 19 Facsimile: (949) 528-2596

20 To Defendant:
 21 John H. Adams, Jr.
 22 Littler Mendelson, P.C.
 23 500 Capitol Mall, Suite 2000
 24 Sacramento, California 95814
 25 Telephone: 916.830.7200
 26 Fax No.: 916.561.0828

27 10.12 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
 28 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
 party or its counsel participated in the drafting of this Agreement.

10.13 Attorneys' Fees and Costs Limitations: Neither Settlement Class Counsel nor any other
 attorneys acting for, or purporting to act for, Settlement Class Members, or Plaintiffs, may recover or seek
 to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement
 Amount except as expressly provided in this Agreement.

10.14 No Modifications: This Agreement may be amended or modified only by a written
 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be

1 discharged except by performance in accordance with its terms.

2 10.15 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
3 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
4 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
5 to effectuate its terms and to execute any other documents required to effectuate the terms of this
6 Agreement.

7 10.16 Class Member Signatories: Because the Action has not yet been certified, and the
8 Settlement Class Members are so numerous, the Parties agree that it is impossible or impractical to have
9 each Class Member sign this Agreement. It is agreed that, for purposes of seeking approval of the
10 Agreement, this Agreement may be executed on behalf of all Settlement Class Members by the Class
11 Representatives.

12 10.17 Counterparts: This Agreement shall become effective upon its execution by all of the
13 undersigned. Plaintiff, Settlement Class Counsel, Defendant and Defendant's Counsel may execute this
14 Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each
15 had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the
16 same force and effect of originals.

17 10.18 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
18 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
19 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
20 and governed by, the substantive laws of the State of California without giving effect to that State's choice
21 of law principles.

22 10.19 Headings and Captions: Section titles or captions contained in the Agreement are inserted
23 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
24 this Agreement, or any provision thereof.

25 10.20 No Retaliation or Discouragement: The Parties agree they will take no action that could be
26 construed as retaliation against any Settlement Class Members for participating or seeking to participate in
27 this class action settlement. The Parties will not discourage any class member from participating or seeking
28 to participate in this class action settlement. This is a material term of the Agreement and non-breaching

1 Parties will seek court intervention if this provision is breached.

2 10.21 Integrated Agreement: This Agreement sets forth the entire understanding between the
3 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
4 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
5 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
6 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
7 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

8 10.22 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
9 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

10 10.23 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
11 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
12 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

13 10.24 Waiver of Compliance: No waiver of any condition or covenant contained in this
14 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
15 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

16 10.25 Public Disclosure: Class Representatives and Settlement Class Counsel will not make any
17 public disclosure of the Settlement until after the filing of the motions for preliminary approval of the
18 Settlement. Class Representatives and their counsel represent that they have not made any such disclosure.
19 Class Representatives, Defendant, Defendant's Counsel, and Settlement Class Counsel shall not encourage
20 Settlement Class Members to opt-out. Settlement Class Counsel will take all steps necessary to ensure that
21 Class Representatives are aware of, and will encourage her to adhere to, the restriction against any public
22 disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter,
23 Settlement Class Counsel and Class Representatives agree not to publicize the terms of this Settlement with
24 the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter
25 of settlements or on any website except as may otherwise be ordered by the Court in connection with
26 settlement approval proceedings and notice to the Settlement Class.

27 ///

28 ///

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiffs:

Date: 12/19/2023

DocuSigned by:

42C05383D2B34F8...

Elizabeth Sanchez

Date: _____

Griselda Ramirez

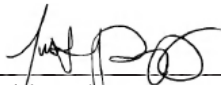
For Defendant:

Date: _____

By:
For Pacific Coast Producers

Shimoda & Rodriguez Law, PC

Dated: 12/19/2023

By: 
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Elizabeth Sanchez,
Class Members, and PAGA Employees

APPROVED AS TO FORM

Jose Garay, APLC

Dated: _____

By: _____
Jose R. Garay
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

Law Office Of Daniel J. Hyun

Dated: _____

By: _____
Daniel J. Hyun
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiffs:

Date: _____

Elizabet Sanchez

Date: 12/19/2023

Griselda Ramirez

DocuSigned by:
Griselda Ramirez

Griselda Ramirez

For Defendant:

Date: _____

By:
For Pacific Coast Producers

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Elizabet Sanchez,
Class Members, and PAGA Employees

APPROVED AS TO FORM

Dated: 12/19/2023

Jose R. Garay

Jose Garay, APLC
By: _____
DocuSigned by:
JOSE GARAY

Jose R. Garay
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

Dated: 12/22/2023

Daniel J. Hyun

Law Office Of Daniel J. Hyun
By: _____
DocuSigned by:
Daniel Hyun

Daniel J. Hyun
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

1 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
2 attorneys, as of the day and year herein set forth.

3 **For Plaintiffs:**

4 Date: _____

Elizabet Sanchez

6 Date: _____

Griselda Ramirez

8 **For Defendant:**

9 Date: 12.22.23

Mona Shulman
By: Mona Shulman
For Pacific Coast Producers

11 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

13 Dated: _____

14 By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff Elizabet Sanchez,
Class Members, and PAGA Employees

16 APPROVED AS TO FORM

Jose Garay, APLC

18 Dated: _____

19 By: _____
Jose R. Garay
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

Law Office Of Daniel J. Hyun

22 Dated: _____

23 By: _____
Daniel J. Hyun
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

1 APPROVED AS TO FORM

2 **Littler Mendelson, P.C.**

3
4 Dated: Dec. 22, 2023

By: 

Elizabeth Staggs-Wilson
John H. Adams, Jr.
Attorneys for Defendant

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. STK-CV-UOE-2021-11106

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

ATTENTION: All non-exempt employees who have or continue to work for Pacific Coast Producers (“Defendant”) in California from December 7, 2017, to [REDACTED] (the “Settlement Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A SETTLEMENT CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the San Joaquin County Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Elizabet Sanchez and Griselda Ramirez (“Plaintiffs” or “Class Representatives”), and Defendant on behalf of Settlement Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Settlement Class Member.” Defendant’s records also indicate that you worked [REDACTED] weeks during the applicable Settlement Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Settlement Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On December 7, 2021, Plaintiff Elizabet Sanchez filed a wage and hour class action lawsuit against Defendant in San Joaquin County Superior Court, Case No. STK-CV-UOE-2021-11106 (“*Sanchez Lawsuit*”), on behalf of herself and similarly situated employees. On November 18, 2022, Plaintiff Griselda Ramirez, filed a separate wage and hour class action lawsuit in San Joaquin County Superior, Case No. STK-CV-UOE-2022-0010664 (“*Ramirez Lawsuit*”), on behalf of herself and similarly situated employees. Plaintiff Elizabeth Sanchez amended her complaint to include and consolidate the parties, claims, and allegations of both lawsuits into the present case on September 19, 2023. The term “Action” means and includes both the *Sanchez Lawsuit* and the *Ramirez Lawsuit*. The Settlement Class Period is from December 7, 2017, to [REDACTED] (the “Settlement Class Period”).

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Settlement Class Members, and PAGA Employees. Plaintiffs contend that Defendant violated California law by: (1) failing to pay overtime wages, (2) failing to provide meal periods or pay meal period premiums in lieu thereof, (3) failing to provide rest periods or pay rest period premiums in lieu thereof, (4) failing to provide accurate wage statements, (5) failing to timely pay final wages, (6) failing to pay reimbursements for expenses, (7) failing to pay minimum wage for all hours worked, (8) failing to pay all wages due, (9) engaging in violations of quota laws, (10) making unlawful deductions, (11) engaging in unfair competition, and (12) committing PAGA violations.

Defendant has denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Action was resolved as a result of a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Settlement Class Members. The Agreement also applies to PAGA Employees, which are defined as all non-exempt employees working for Defendant in California from December 7, 2020, to [REDACTED]. If you are a Settlement Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Settlement Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, PAGA Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Settlement Class Member. PAGA Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Settlement Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Two Million Fifty-Three Thousand Dollars (\$2,053,000.00) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed 35% of the Gross Settlement Amount, attorneys' costs not to exceed \$30,000, Settlement Administrator Costs estimated not to exceed \$50,000, Enhancement Payments of \$15,000 to each of the named Class Representatives, and \$100,000 allocated towards resolving claims under the PAGA (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Settlement Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Settlement Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by participating Settlement Class Members during the Settlement Class Period. Of the \$100,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among PAGA Employees.

The number of weeks you worked during the Settlement Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment ("Individual Settlement Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Settlement Class Members (i.e., those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Settlement Class Members opt out will have no effect on PAGA Employees' allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Settlement Class Members and PAGA Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Settlement Class Member and to PAGA Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Individual Settlement Amounts payable to eligible Settlement Class Members will be allocated from the Net Settlement Amount and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to PAGA Employees will be paid as 100% for civil penalties.

Payment to Participating Settlement Class Members and PAGA Employees will not require the submission of a claim form. Each Participating Class Member's share will be determined by dividing their total weeks worked within the Settlement Class Period by the total weeks worked by all Participating Settlement Class Members within the Settlement Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Settlement Class Member's individual share of the Net Settlement Amount. Each PAGA Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Period by the total weeks worked by all PAGA Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Employee's individual share. The PAGA Period is defined as December 7, 2020, to [REDACTED]. Defendant's records indicate that you worked [REDACTED] weeks during the applicable PAGA Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount

stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Settlement Class Member. Receipt of the Individual Settlement Amounts will not entitle any Settlement Class Member or PAGA Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records and Resolution of Workweek Disputes

For each Settlement Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Settlement Class Member. If a Settlement Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Settlement Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [REDACTED]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Settlement Class Members who do not opt out and PAGA Employees, the Agreement contains the following releases:

Settlement Class Members who do not opt out will be deemed to have released [1.29 text].

PAGA Employees will be deemed to have released [1.30 text].

The individuals released ("Released Parties") include [1.31 text].

Settlement Class Members and/or PAGA Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A SETTLEMENT CLASS MEMBER

A. Participating as a Settlement Class Member

If you wish to be a Participating Settlement Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Settlement Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from the being a Settlement Class Member if you request this by [REDACTED]. If you do not wish to be bound by the Settlement, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106); (d) be signed; and (e) be post-marked no later than [REDACTED]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [REDACTED], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Settlement Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member and not received their share of the Net Settlement Amount. PAGA Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Settlement Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106) (e) be signed; and (f) be post-marked no later than [REDACTED]. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiffs and Defendant at the addresses identified in Section VI of this notice.

If you have submitted a written objection as outlined above, you may also appear at the final approval hearing to state your objection. Any Settlement Class Member who does not request exclusion may, if the Settlement Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendant.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Settlement Class Members who do not request exclusion. After final approval, each and every Settlement Class Member who does not opt out of the Settlement and PAGA Employees, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Settlement Class Member by Defendant in California during the Settlement Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department ___, [address] on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representatives' Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Settlement Administrator's website: [admin web address]. You can also contact Class Counsel or Defendant's Counsel as follows:

On behalf of Plaintiffs

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Daniel J. Hyun
Law Office of Daniel J. Hyun
1100 West Town and Country Road, Suite 1250
Orange, California 92868
Telephone: (949) 590-4122
Facsimile: (949) 528-2596

Jose R. Garay
Jose Garay, APLC
249 E. Ocean Blvd. #814
Long Beach, CA 90802
Telephone: (949) 208-3400

On behalf of Defendant

John H. Adams, Jr.
Elizabeth Staggs-Wilson
Littler Mendelson, P.C.
500 Capitol Mall, Suite 2000
Sacramento, California 95814

Telephone: 916.830.7200

Fax No.: 916.561.0828

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT