

STIPULATION OF CLASS AND PAGA SETTLEMENT

This Stipulation of Class and PAGA Settlement ("**Settlement Agreement**") is reached by and between: (i) Plaintiff Bruno Rosas ("**Plaintiff**"), individually and on behalf of all Aggrieved Employees and members of the Settlement Class, defined below, on the one hand; and (ii) Defendant Pacific Farm Management, Inc. ("**Pacific Farm**"), Defendant DCB Farming LLC, ("**DCB Farming**"), Defendant Rosemary Lasgoity dba J.M. Lasgoity Ranches, ("**Lasgoity**"), and Defendant Harris Farms L.P. ("**Harris Farms**") (collectively, DCB Farming, Lasgoity, and Harris Farm are referred to herein as "**Farm Defendants**") (collectively, Pacific Farm and Farm Defendants are referred to herein as "**Defendants**") (collectively, Plaintiff and Defendants are referred to as "**the Parties**"). Plaintiff, Aggrieved Employees and the Settlement Class are represented by Daniel J. Brown and Jessica Flores of Stansbury Brown Law, PC ("**Class Counsel**").

RECITALS

Plaintiff filed a class action complaint ("**Complaint**") against Defendants on November 10, 2021, in Madera County Superior Court, Case No. MCV086213, which alleges causes of action for: (1) minimum wage violations (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse for necessary business expenses; (6) failure to provide accurate, itemized wage statements; (7) waiting time penalties; and (8) unfair competition. Plaintiff filed a First Amended Class and Representative Action Complaint ("**FAC**") on January 28, 2022, to add an additional cause of action for civil penalties under the Private Attorneys General Act ("**PAGA**") pursuant to Labor Code Sections 2698 *et seq.* based on claims asserted in the PAGA letters Plaintiff submitted to the LWDA on November 11, 2021, in Case No. LWDA-CM-852060-21. The Complaint and FAC are referred to herein as the "**Lawsuit**."

On May 23, 2023, Plaintiff and Defendants, represented by their respective counsel of record, privately mediated the Lawsuit, before Henry J. Bongiovi, Esq., of Bongiovi Law & Mediation and subsequently reached an agreement on May 24, 2023. The Parties fully executed a Memorandum of Understanding ("**MOU**") on or about July 12, 2023.

Prior to entering into settlement discussions, the Parties conducted significant investigation of the facts and law. This included formal discovery propounded by Plaintiff and responded to by Lasgoity, review and analysis of Defendants' policies and putative class members' and Aggrieved Employees' time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the damages and penalties claimed by Plaintiff in the Lawsuit. As a result of the Parties' thorough investigation of the allegations and defenses thereto, they were able to reach an agreement for a global settlement after extensive negotiations.

Given the risks and uncertainties of litigation, and after Defendant Pacific Farm provided confirmatory financial discovery, including financial documents regarding its cash balances, the nature of other assets, current and long-term liabilities, the extent of the entity's solvency, historical and recent annual profits, and distributions to owners, to a third-party certified public

accountant who confirmed that the settlement terms are reasonable given the financial condition of Pacific Farm, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Lawsuit.

AGREEMENT

The Parties agree as follows:

1. Settlement Class.

For the purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class (hereinafter, the “**Class**” or “**Class Members**”):

All current and former non-exempt employees of Pacific Farm Management, Inc. in California who worked for Pacific Farm Management, Inc. (regardless of assignment location) for two or more workweeks at any time during the period of November 10, 2017 up to November 9, 2023 or the date the Court grants Preliminary Approval of the settlement, whichever is sooner. (“**Class Period**”).

2. PAGA Aggrieved Employees.

For the purposes of this Settlement Agreement only, the Parties stipulate that the PAGA “**Aggrieved Employees**” shall be defined as:

All current and former non-exempt employees of Pacific Farm Management, Inc. (“**Pacific Farm**”) in California who worked for Pacific Farm (regardless of assignment location) for two or more workweeks at any time during the period of November 10, 2020 up to May 24, 2023 (the “**PAGA Period**”).

3. Releases.

- A. **Released Parties.** As referenced herein, **Released Parties** shall collectively mean: Pacific Farm Management, Inc., DCB Farming LLC, Rosemary Lasgoity dba J.M. Lasgoity Ranches, Harris Farms L.P., and all other clients (meaning the companies with which Pacific Farm contracts to provide labor) of Pacific Farm Management, Inc. during the Class Period and their respective successors and predecessors in interest, and their past or present officers, directors, shareholders, representatives, and attorneys.
- B. **Release of Class Claims.** All Class Members who do not opt out of the settlement (collectively, “**Settlement Class Members**”) on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties, from all claims based on the facts pled in the First Amended Class Action Complaint (“FAC”), dated January 28, 2022,

that arose during the Class Period for work performed on behalf of Defendant Pacific Farm Management, Inc. (“**Class Released Claims**”).

- C. **Released PAGA Claims.** PAGA Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, regardless of whether they opt out of the Settlement Class, will release and discharge the Released Parties from all claims for civil penalties under the Private Attorneys General Act (the “PAGA”) based on facts pled in the FAC and Plaintiff’s Notice to the Labor Workforce Development Agency, that arose during the PAGA Period for work performed on behalf of Defendant Pacific Farm Management, Inc. (“**PAGA Released Claims**”).
4. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Pacific Farm agrees to pay a common fund of Two Million Dollars (\$2,000,000.00) (“**Gross Settlement Amount**” or “**GSA**”) in full and complete settlement of this matter, subject to Paragraphs 4(D) – (F) below, as follows:
- A. **Funding of the Gross Settlement Amount.** Pacific Farm shall fund the Gross Settlement Amount in five (5) installments which the Settlement Administrator (defined below) shall place in a Qualified Interest-Bearing Settlement Account established by the Settlement Administrator for this purpose as follows: (1) Pacific Farm shall make the first installment payment of \$250,000 within thirty (30) calendar days of the Court’s entry of preliminary approval of the class action settlement (“**Preliminary Approval**”); (2) Pacific Farm shall make the second installment payment of \$250,000 within thirty (30) calendar days of the date of entry of final approval of class action settlement (“**Final Approval**”) (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval, or solely in the event that there are any objections to the settlement, the filing of an objection being a prerequisite to the filing of an appeal, the later of: (i) the last date on which any appeal might be filed, or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review); (3) thereafter, Pacific Farm shall make the third installment payment of \$500,000 within one year of the deadline for the second installment payment; (4) Pacific Farm shall make the fourth installment payment of \$500,000 within one year of the deadline for the third installment payment; and (5) Pacific Farm shall make the fifth installment payment of \$500,000 within one year of the deadline for the fourth installment payment. Farm Defendants are not jointly or severally responsible for the payment of settlement funds or any subsequent claimed breach. Based on this funding schedule, the Parties intend for Pacific Farm to fully fund the Gross Settlement Amount within three (3) years and thirty (30) days of the Court granting final approval of the Settlement.
- B. **Disbursement of Gross Settlement Amount.** The Settlement Administrator shall disburse Plaintiff’s representative Service Award, Class Counsel’s litigation costs and expenses, twenty-five percent (25%) of Class Counsel’s attorneys’ fees, and twenty-five percent (25%) of Settlement Administrator expenses within forty (40) calendar

days of Final Approval. Within fifteen (15) calendar days of each successive installment payment the Settlement Administrator shall disburse an additional twenty-five percent (25%) of Class Counsel's attorneys' fees to Class Counsel, and twenty-five percent (25%) of the Settlement Administrator's fees and costs with the balance of awardable Class Counsel fees and Settlement Administrator fees and costs to be disbursed within fifteen (15) calendar days of the final installment payment. All other payments called for by this Settlement Agreement shall be disbursed by the Settlement Administrator within either (i) fifteen (15) calendar days of the Settlement being fully funded subject to Paragraph 4(A); or (ii) it has been determined by the Settlement Administrator that an uncured default has occurred after the first three installment payments have been made and the Settlement reverts to a PAGA-only settlement pursuant to Paragraphs 4(I) and 4(J).

C. **Non-revisionary.** This is a non-reversionary settlement. The Gross Settlement Amount Includes:

- i. All payments to the Aggrieved Employees and Settlement Class;
- ii. Settlement Administrator. All fees and expenses of the settlement administrator associated with the administration of the settlement, are anticipated to be no greater than One Hundred Eighty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$187,500.00). The Parties agree to the appointment of Phoenix Settlement Administrators as the settlement administrator ("**Settlement Administrator**") and to Class Counsel seeking Court approval to pay up to One Hundred Eighty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$187,500.00) from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for sending all required notices in both English and Spanish, providing written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Notices mailed or re-mailed, Notices returned undelivered, Requests for Exclusion, objections, and disputes received from Class Members, calculating the Net Settlement Amount, calculating each Class Member's and Aggrieved Employee's Participating Member Payment, defined below, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Paragraph 5, and providing declarations regarding the Settlement Administrator's background and services for Preliminary Approval, attesting to its due diligence and compliance with all of its obligations under this Agreement for Final Approval, and a final report detailing disbursement of the Gross Settlement Amount in compliance with the Final Approval Order. (collectively "**Participating Members**");
- iii. Service Award. Up to Seven Thousand, Five Hundred Dollars (\$7,500.00) for a representative enhancement payment to Plaintiff subject to Court approval ("**Service Award**"). Class Counsel will seek up to \$7,500.00 for a Service Award to Plaintiff. Defendants will not object to a request for a Service Award for Plaintiff in exchange for the general release of his claims and waiver of Civil

Code Section 1542, his time and risks in prosecuting this case, and his service to the Settlement Class. These payments will be in addition to Plaintiff's Participating Member Payments (defined below) as a Participating Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Service Award to the Plaintiff is for his services in connection with this Lawsuit and does not constitute wages, therefore the Settlement Administrator shall not withhold any taxes from the Service Award and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Service Awards do not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Service Awards constitute wages for income tax and withholding purposes. Plaintiff agrees to assume all responsibility for remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendants from the Service Award paid under this Settlement Agreement, and all liability associated therewith. In the event that the Court reduces or does not approve the requested Service Award, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding;

- iv. Class Counsel Fees and Costs. Up to one-third (1/3) of the Gross Settlement Amount in attorneys' fees, which is currently estimated to be Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$666,666.67), plus up to Twenty-Five Thousand Dollars (\$25,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding. If the Gross Settlement Amount increases at Defendants' election pursuant to Paragraphs 4(E) and 4(F), the amount of fees requested by Class Counsel will increase proportionally such that the requested award is one-third (1/3) of the GSA. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court; and
- v. PAGA Amount. One Hundred Thousand Dollars (\$100,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or

Seventy- Five Thousand Dollars (\$75,000.00) will be payable to the Labor & Workforce Development Agency ("**LWDA Payment**"), and the remaining twenty-five percent (25%), or Twenty-Five Thousand Dollars (\$25,000.00) will be payable to the Aggrieved Employees as the "**PAGA Amount.**" The LWDA Payment and PAGA Amount are collectively referred to herein as the "**PAGA Payment.**" The PAGA Payment is subject to increase pursuant to Paragraph 4(F).

- D. **Payroll Tax Payments.** Defendants' share of payroll taxes shall be paid by Pacific Farm, separate form, and in addition to the Gross Settlement Amount.
- E. **Settlement Class Escalator Clause.** Pacific Farm represents that 42,876 Class Members worked a total of 564,747 Class Workweeks during the Class Period. A "**Class Workweek**" is any calendar week in which a Settlement Class Member worked at least one shift performing work for Pacific Farm Management, Inc. during the Class Period. If the actual number of Class Members releasing claims or Class Workweeks worked during the Class Period exceeds 12% of these respective amounts (i.e., if there are 48,021 or more Class Members or 632,517 or more Class Workweeks) then Pacific Farm shall have the option to either increase the Gross Settlement Amount by a proportional amount based on the increase in Class Members or Class Workweeks, whichever is larger, to take advantage of the current Class Period release or shortening the current Class Period to an earlier date at which only 48,021 Class Members and 632,517 Class Workweeks are covered.
- F. **Aggrieved Employee Escalator Clause.** Pacific Farm represents that there are 20,888 Aggrieved Employees who worked a total of 246,127 PAGA Workweeks. A "**PAGA Workweek**" is any calendar week in which an Aggrieved Employee worked at least one shift for Pacific Farm during the PAGA Period. If the actual number of Aggrieved Employees releasing claims or PAGA Workweeks worked during the PAGA Period exceeds 12% of these respective amounts (i.e., if there are 23,395 or more Aggrieved Employees or 275,662 or more PAGA Workweeks) then Pacific Farm shall have the option to either increase the Gross Settlement Amount by a proportional amount based on the increase in Aggrieved Employees or PAGA Workweeks, whichever is larger, to take advantage of the current PAGA Period release or shortening the current PAGA Period to an earlier date at which only 20,888 PAGA Members and 246,127 PAGA Workweeks are covered.
- G. **Effective Date of Settlement.** The Effective Settlement Date of this settlement shall be the later of the time when: either (i) the Judgment in the Lawsuit granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) thirty (30) days after Notice is provided by Plaintiff to Defendants that the Court entered the order on final approval of the settlement, if there are no objections ("**Effective Settlement Date**").
- H. **Curing Default.** Pacific Farm shall have ten (10) calendar days to cure any payment default. If Pacific Farm defaults on its payment of any installment as required under

Paragraph 4(A) and does not timely cure the default, Farm Defendants will each separately have the right, but not the obligation, of separately or together curing the default within ten (10) business days after receiving notice of default from the Settlement Administrator.

- I. **Effect of Failure to Cure.** If Pacific Farm defaults after making the first three (3) payments pursuant to Paragraph 4(A) and does not timely cure the default, and if none of the Farm Defendants exercise their discretion to cure Pacific Farm's default pursuant to Paragraph 4(H), then (i) the settlement will convert to a PAGA-only settlement, (ii) there will be no release of class claims. If Pacific Farm fails to make any of the first three (3) payments pursuant to Paragraph 4(A) and does not timely cure the default, and if none of the Farm Defendants exercise their discretion to cure Pacific Farm's default, then the entire settlement is null and void, and the Parties shall return to their respective positions prior to the execution of settlement and any payment made on any portion of the first three installments shall be refunded to the payor except that any administrative costs incurred as of the date of the void settlement shall be deducted from the funded installments. If the settlement reverts to a PAGA-only settlement, attorneys' fees will be reduced to one third (1/3) of the PAGA-only settlement.
 - J. **Disbursements in the Event of a PAGA Only Settlement.** In the event the Settlement turns into a PAGA-only settlement pursuant to Paragraph 4(I), then attorneys' fees will be reduced to one-third (1/3) of the PAGA Payment. The Settlement Administrator will deduct the costs of settlement administration, Class Counsel's Attorneys' fees and costs, and the Service Award to Plaintiff from the PAGA Payment and distribute the remainder of the PAGA Payment to the LWDA and Aggrieved Employees pursuant to formula described in Paragraph 5(A)(i).
5. **Participating Member Payment Procedures.** Aggrieved Employees and Class Members who do not opt-out of the Class portion of the Settlement (collectively, **Participating Members**) are not required to submit a claim form to receive their share of the Settlement ("**Participating Member Payment**"). Participating Member Payments will be determined and paid as follows:
- A. **Net Settlement Amount:** The Net Settlement Amount is the Gross Settlement Amount after the following deductions are made: (a) all costs of settlement administration; (b) Service Award to Plaintiff; (c) the LWDA Payment; and (d) costs and attorneys' fees for Class Counsel. The Net Settlement Amount shall be available for Participating Members. From the Net Settlement Amount, the Settlement Administrator will calculate each Participating Member Payment based on the following formula:
 - i. **PAGA Amount.** Each Aggrieved Employee who was employed by Pacific Farm at any time during the PAGA Period, shall receive a portion of the Twenty-Five Thousand Dollars (\$25,000.00) that has been designated as the PAGA Amount based on their proportionate share of PAGA Workweeks worked during the PAGA Period, by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's PAGA

Workweeks during the PAGA Period, and the denominator of which is the total PAGA Workweeks of all Aggrieved Employees during the PAGA Period.

- ii. Remainder. The remainder of the Net Settlement Amount shall be distributed to each Settlement Class Member based on their proportionate share of Class Workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's Class Workweeks during the Class Period, and the denominator of which is the total Class Workweeks of all Settlement Class Members during the Class Period.

Within fifteen (15) calendar days following the full funding of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Participating Member Payments and mail Participating Member Payments to Participating Members subject to Paragraph 4(I).

- B. **Participating Member Payment Tax Treatment.** For purposes of calculating applicable taxes and withholdings for the payment to Participating Members described in Paragraph 5(A)(ii), ten percent (10%) of each such payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining ninety percent (90%) of each such payment shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of these payments to each Participating Member above, none of the Participating Member Payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- C. **Deadline to Negotiate Participating Member Payment.** Each Participating Member who receives a Participating Member Payment must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Participating Members whose checks are not negotiated within the one hundred eighty (180) day-period will not be reissued and will be transferred by the Settlement Administrator to Central Valley Teen Challenge, which provides drug prevention and rehabilitation services to low-income individuals, families, and communities throughout the California Central Valley. Settlement checks will not be sent out to any Participating Members whose Class Notices are returned as undeliverable.
- D. Defendants shall be deemed to have fully discharged their obligations to each Participating Member when the Settlement Administrator mails each Participating Member a settlement check, regardless of whether such checks are actually received and/or negotiated by Participating Members. Neither Plaintiff nor Defendants, nor Class Counsel or Defendants' respective Counsel shall bear any liability for lost or

stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his, her, or its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Preliminary Approval.** Plaintiff shall apply to the Court for the entry of an Order:
 - A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
 - B. Appointing Daniel J. Brown and Jessica Flores of Stansbury Brown Law, PC as Class Counsel;
 - C. Appointing Bruno Rosas as Class Representative for the Settlement Class;
 - D. Approving Phoenix Settlement Administrators as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - F. Approving the form and content of the Class Notice, and directing the mailing of same in English and Spanish;
 - G. Scheduling a Final Approval hearing;
 - H. Plaintiff shall submit the proposed settlement to the Labor Workforce Development Agency ("LWDA") pursuant to Labor Code § 2699(1)(2). Proof of this submission will be provided to the Court and to Defendants' respective Counsel; and
 - I. If Final Approval is granted, Plaintiff shall submit a copy of the Superior Court's judgement to the LWDA after entry of the judgement or order, pursuant to Labor Code § 2699(1)(3).
7. **Notice Procedures.** Following preliminary approval, Participating Members shall be notified as follows:
 - A. Within thirty (30) calendar days after entry of an order preliminarily approving this Settlement Agreement, Pacific Farm will provide the Settlement Administrator with a class list including the names, last known addresses, and social security numbers (in electronic format) of Aggrieved Employees and Class Members, as well as the Class and PAGA Workweeks worked by each Aggrieved Employee and Class Member during the Class Period.
 - B. Within twenty-one (21) business days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Class Members and Aggrieved Employees through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members and Aggrieved Employees; (ii) update the

addresses of any Class Member or Aggrieved Employee for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Class Member or Aggrieved Employee in English and Spanish at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Any Class Notices returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member or Aggrieved Employee immediately, and in any event within three (3) business days of obtaining the updated address.
- D. **Opt-Out/Request for Exclusion Procedures.** Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail or fax a Request for Exclusion (defined below) to the Settlement Administrator within Sixty (60) days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Request for Exclusion form must: (1) contain the name, address, telephone number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the class settlement; (3) be signed by the Settlement Class Member; and (4) be faxed or postmarked by the Response Deadline and faxed or mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion form fails to comply with items (1), (2), or (4), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion form not containing a Class Member’s telephone number will be deemed valid. The date of the postmark on the Request for Exclusion form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their share of the PAGA Amount) or have any right to object, intervene, appeal, or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion form is automatically deemed a Settlement Class Member.
- E. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants’ counsel as well as filing them with the Court). Defendants’ counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless filed within ten (10) days

of the Motion for Final Approval filing deadline, in which case Defendants' counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Class Member's full name and current address; (2) include all objections and the factual and legal basis for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) objections must be postmarked or faxed to the Settlement Administrator on or before the Response Deadline.

- F. **Challenges to Participating Member Payment Calculations.** Each Class Notice mailed to a Class Member or Aggrieved Employee shall disclose the amount of the Class Member's or Aggrieved Employee's estimated Participation Payment as well as all of the information that was used from Pacific Farm's records in order to calculate the Participating Member Payment, including the number of Class Workweeks during the Class Period and PAGA Workweeks during the PAGA Period. Class Members and Aggrieved Employees will have the opportunity, should they disagree with Pacific Farm's records regarding the number of Class Workweeks or PAGA Workweeks stated in their Class Notice to challenge the data provided. In order to challenge Pacific Farm's data, the Class Member or Aggrieved Employee must provide documentation and/or an explanation demonstrating that Pacific Farm's data is incorrect and evidencing the correct number of Class Workweeks or PAGA Workweeks that the Class Member or Aggrieved Employee believes they should have been credited with and/or evidence of the correct date their employment began and/or ended. Any such dispute, including any supporting documentation, must be mailed or faxed to the Settlement Administrator and postmarked or faxed by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.
- G. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Class Member's or Aggrieved Employee's Participating Member Payment, the allocation of W-2 wages, and the number of Class Workweeks and PAGA Workweeks. Where the information submitted by Pacific Farm from its records differs from the information submitted by the Class Member or Aggrieved Employee, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Participating Member Payment. Such determination shall be binding upon the Class Member, Aggrieved Employee, and the Parties.
8. **Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
 - B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Service Awards, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the PAGA Payment; and
 - C. Entering judgment pursuant to California Rule of Court 3.769.
9. **Non-Admission.** Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, that they have any liability to anyone under the claims asserted in the Lawsuit, and that but for this settlement a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.
10. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties or their representatives, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.
11. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses of the Parties' representatives set forth below, or such other addresses as the Parties may designate in writing from time to time:

If to Defendants Pacific
Farm Management, Inc.
and/or DCB Farming, LLC:

Patrick S. Moody, Esq.
Catherine M. Houlihan, Esq.
BARSAMIAN & MOODY
A Professional Corporation
1141 W. Shaw Avenue, #104
Fresno, CA 93711
pmoody@theemployerslawfirm.com
choulihan@theemployerslawfirm.com
laborlaw@theemployerslawfirm.com

If to Defendant Harris
Farms L.P.:

Erica L. Rosasco, Esq.
Michael G. Blankinship, Esq.
ROSASCO LAW GROUP, APC
6540 Lonetree Blvd., Ste. 100

Rocklin, CA 95765
erica@rosascolawgroup.com
mike@rosascolawgroup.com

If to Defendant Rosemary Lasgoity dba J.M. Lasgoity Ranches: Paul J. Bauer, Esq.
SAGASER, WATKINS & WIELAND, PC
2560 North Palm Avenue, Suite 400
Fresno, CA 93740
paul@sw2law.com

If to Plaintiff: Daniel J. Brown, Esq.
Jessica Flores, Esq.
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
dbrown@stansburybrownlaw.com
jflores@stansburybrownlaw.com

12. **Financial Hardship Declaration.** Parties acknowledge and agree that the amount of the Gross Settlement Amount reflects a significant discount of the value of the Released Class Claims and the Released PAGA Claims due to the financial condition of Pacific Farm, who will be solely and exclusively responsible for payment of the Gross Settlement Amount. Plaintiff's motion for approval will represent to the Court that the distressed settlement amount was a factor in the negotiation of the Gross Settlement Amount. The Parties have obtained a declaration from Mr. Kenneth Creal, CPA regarding Pacific Farm's inability to finance a significantly larger settlement in a shorter time period. Plaintiff will submit the final signed declaration to the Court in support of approval of the Settlement.
13. **Limitation on Publicity.** Plaintiff and Class Counsel will not make any public disclosure of the settlement or discuss the settlement or this Settlement Agreement with anyone other than those necessary to effectuate the filing of the Motion for Preliminary Approval. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the settlement. Prior to and following Preliminary Approval of the Settlement, Plaintiff and Class Counsel will not have any communications with any media other than to direct any media inquiries to the public records of the Lawsuit and will not publicize the Settlement, including on social media or Class Counsel's website. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any media comment on the settlement and its terms. Class Counsel further agrees not to use the settlement of the Lawsuit or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA. Neither Plaintiff nor Class Counsel shall engage in any disparagement of any type related to this settlement.

14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.
15. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

Dated: 9/8/2023

Bruno Rosas
Bruno Rosas, Plaintiff

Dated: September 13, 2023

PACIFIC FARM MANAGEMENT, INC.


By: Ahmed Alamar
Title: President

Dated:

DCB FARMING, LLC

By:
Title:

Dated:

**ROSEMARY LASGOITY DBA J.M.
LASGOITY RANCHES**

By:
Title:

Dated:

HARRIS FARMS L.P.

By:
Title:

APPROVED AS TO FORM:

Dated: September 8,
2023

STANSBURY BROWN LAW, PC


Daniel J. Brown
Counsel for Plaintiff

EXECUTION BY PARTIES AND COUNSEL

Dated:

Bruno Rosas, Plaintiff

Dated:

PACIFIC FARM MANAGEMENT, INC.

By:
Title:

Dated: September 12, 2023

DCB FARMING, LLC

By: *David Brunner*
Title: *owner*

Dated:

**ROSEMARY LASGOITY DBA J.M.
LASGOITY RANCHES**

By:
Title:

Dated:

HARRIS FARMS L.P.

By:
Title:

APPROVED AS TO FORM:

Dated:

STANSBURY BROWN LAW, PC

Daniel J. Brown
Counsel for Plaintiff

EXECUTION BY PARTIES AND COUNSEL

Dated: 9/8/2023

Bruno Rosas

Bruno Rosas, Plaintiff

Dated:

PACIFIC FARM MANAGEMENT, INC.

By: _____

Title:

Dated:

DCB FARMING, LLC

By: _____

Title:

Dated: 9-12-2023

ROSEMARY LASGOITY DBA J.M.
LASGOITY RANCHES

Rosemary Lasgoity
By: Rosemary Lasgoity
Title: Owner

Dated:

HARRIS FARMS L.P.

By: _____

Title:

APPROVED AS TO FORM:

Dated: September 8,
2023

STANSBURY BROWN LAW, PC

DR

Daniel J. Brown
Counsel for Plaintiff

EXECUTION BY PARTIES AND COUNSEL

Dated:

Bruno Rosas, Plaintiff

Dated:

PACIFIC FARM MANAGEMENT, INC.

By:
Title:

Dated:

DCB FARMING, LLC

By:
Title:

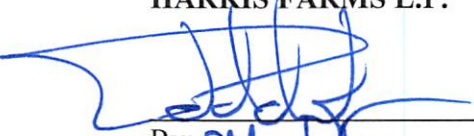
Dated:

**ROSEMARY LASGOITY DBA J.M.
LASGOITY RANCHES**

By:
Title:

Dated:

HARRIS FARMS L.P.



By: *Eddie Venzago*
Title: *CEO*

APPROVED AS TO FORM:

Dated:

STANSBURY BROWN LAW, PC

Daniel J. Brown
Counsel for Plaintiff

Dated: September 14, 2023

BARSAMIAN & MOODY



Patrick S. Moody, Esq.

Catherine M. Houlihan, Esq.

Attorneys for Defendants Pacific Farm
Management, Inc. and DCB Farming, LLC

Dated:

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Paul J. Bauer, Esq.

Attorney for Defendant Rosemary Lasgoity
dba J.M. Lasgoity Ranches

Dated:

ROSASCO LAW GROUP, APC

Erica Rosasco, Esq.

Michael Blankinship, Esq.

Attorneys for Defendant Harris Farms L.P.

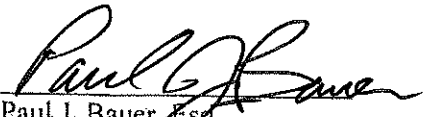
Dated:

BARSAMIAN & MOODY

Patrick S. Moody, Esq.
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Management, Inc. and DCB Farming, LLC

Dated: 12 Sept 2023

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Dated:

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BARSAMIAN & MOODY

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Management, Inc. and DCB Farming, LLC

Dated:

SAGASER, WATKINS & WIELAND, PC

Paul J. Bauer, Esq.
Attorney for Defendant Rosemary Lasgoity
dba J.M. Lasgoity Ranches

Dated:

9/15/23

ROSASCO LAW GROUP, APC



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Michael Blankinship, Esq.
Attorneys for Defendant Harris Farms L.P.