

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 Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff RAFAEL GUEVARA SANCHEZ
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVCV21-01213

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: November 20, 2023

Time: 10:00 a.m.

Dept.: 4

Judge: Hon. Stephen W. Berrier

Filed: December 22, 2021

FAC Filed: May 11, 2022

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	CPT Group Quote
E	Plaintiff's Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: October 6, 2023

Shimoda & Rodriguez Law, PC

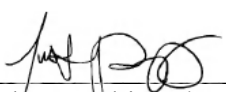
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

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 RAFAEL GUEVARA SANCHEZ
individually and on behalf of similarly situated employees

Ronald H. Barsamian
Patrick S. Moody
Catherine M. Houlihan
BARSAMIAN & MOODY
A Professional Corporation
Attorneys at Law
1141 W. Shaw Avenue, #104
Fresno, CA 93711
Telephone: (559) 248-2360
Facsimile: (559) 248-2370

Attorneys for DANNA FARMS INC.

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YUBA**

RAFAEL GUEVARA SANCHEZ, individually
and on behalf of all other similarly situated
employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation ; and DOES 1 to 100, inclusive,
Defendant.

Case No.: CVCV21-01213

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

Filed: December 22, 2021

FAC Filed: May 11, 2022

Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Rafael Guevara Sanchez ("Plaintiff"), on behalf of himself, the Labor
3 and Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendant Danna
4 Farms Inc., ("Defendant"). This Agreement is subject to the terms and conditions set forth below and the
5 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 above stated lawsuit, *Guevara Sanchez v. Danna Farms Inc.*, Yuba
9 County Superior Court, Case No. CVCV21-01213, filed December 22, 2021.

10 1.2 "Aggrieved Employee(s)" means all non-exempt employees who have or continue to work
11 for Defendant in California from December 22, 2020, up to either (1) the Preliminary Approval Date, or
12 (2) sixty (60) days after this Agreement is signed, whichever is earlier. The estimated number of Aggrieved
13 Employees is 102.

14 1.3 "Agreement" or "Settlement" or "Settlement Agreement" means this Joint Stipulation
15 Regarding Class Action and PAGA Settlement and Release.

16 1.4 "Class Counsel" means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of
17 Shimoda & Rodriguez Law, PC.

18 1.5 "Class Member(s)" means all non-exempt employees who have or continue to work for
19 Defendant in California from December 22, 2017, up to either (1) the Preliminary Approval Date, or (2)
20 sixty (60) days after this Agreement is signed, whichever is earlier. The estimated number of Class
21 Members is 292.

22 1.6 "Class Period" means the period from December 22, 2017 to either (1) the Preliminary
23 Approval Date, or (2) sixty (60) days after the signing of the settlement agreement, whichever is earlier

24 1.7 "Class Representative" means Plaintiff Rafael Guevara Sanchez.

25 1.8 "Class Representative's Released Claims" means the claims being released as described in
26 Section 6 below including all claims arising from, could have been asserted, or related in any way to the
27 Class Representative's employment with Defendant, under federal, state, or local laws, and/or ordinances,
28 or tort or contract theories, whether known or unknown, and whether anticipated or unanticipated, including

1 without limitation statutory, constitutional, contractual or common law claims for lost wages, unpaid
2 wages, emotional distress, punitive damages, special damages, damages, unpaid costs, penalties, liquidated
3 damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other similar relief or
4 claims. The Class Representative's Released Claims exclude claims for workers' compensation,
5 unemployment insurance benefits, or other claims that cannot be released as a matter of law however
6 Plaintiff is not aware of any work related injuries which he has not already reported to Defendant.

7 1.9 "Complaint" means the operative Complaint on file in the Action with the Court.

8 1.10 "Court" means the Yuba County Superior Court.

9 1.11 "Defendant" means Danna Farms Inc..

10 1.12 "Defendants' Counsel" means Patrick S. Moody and Catherine M. Houlihan of Barsamian
11 & Moody.

12 1.13 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
13 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
14 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
15 Representative as a Participating Class Member.

16 1.14 "Effective Date" means the Final Approval Date unless there is a timely objection lodged
17 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
18 after a signed order approving this settlement has been filed provided no appellate proceeding having been
19 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
20 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
21 further remedies or relief, whichever is later.

22 1.15 "Final Approval Date" means the date a signed order granting final approval of this
23 Agreement is filed with the Court.

24 1.16 "Gross Settlement Amount" is the sum of Two Hundred Seventy Five Thousand (\$275,000).

25 1.17 "Individual Settlement Amount" means an individual Class Member's and Aggrieved
26 Employee's allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in
27 Sections 1.19, 1.23, 5.5, and 5.8.

28 1.18 "LWDA" means the California Labor and Workforce Development Agency.

1 1.19 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
2 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s
3 attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement
4 Payment to the Class Representative.

5 1.20 “Notice of Settlement” means the document substantially in the form attached hereto as
6 Exhibit 1.

7 1.21 “Notice Period” means forty-five (45) calendar days from the initial mailing of the Notice
8 of Settlement to Class Members and Aggrieved Employees.

9 1.22 “PAGA” means Private Attorneys General Act.

10 1.23 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
11 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

12 1.24 “PAGA Claim Period” means from December 22, 2020, up to either (1) the date a signed
13 order preliminarily approving the settlement is filed, or (2) 60 days after this Agreement is signed,
14 whichever is earlier.

15 1.25 “Parties” mean Defendant and Plaintiff.

16 1.26 “Participating Class Member” means any and all Class Members who have not made any
17 timely request to opt-out of the Agreement.

18 1.27 “Preliminary Approval Date” means the date a signed order granting preliminary approval
19 of this Agreement is filed with the Court.

20 1.28 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
21 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments
22 under this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall
23 remain the property of Defendant until the payments required under the Agreement are made.

24 1.29 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
25 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class
26 Members, workweeks shall be defined as the total number of weeks in which a Class Member performed
27 any work for Defendant in California during the Class Period. For Aggrieved Employees workweeks shall
28 be defined as the total number of weeks in which an Aggrieved Employee performed any work for

1 Defendant in California during the PAGA Claim Period. The calculation of a Class Member's and/or
2 Aggrieved Employee's workweeks and a determination as to whether a Class Member and/or Aggrieved
3 Employee was actively employed in California in a particular workweek shall be construed from
4 Defendant's records. It is intended that the workweek calculation method be the same as used by Defendant
5 in the Course of determining the number of workweeks during the Parties' mediation.

6 1.30 "Released Class Claims" means the claims being released as described in Section 6 below
7 including any and all class claims that are alleged in the Complaint, and any additional wage and hour
8 claims that could have been brought based on the facts alleged in the Complaint, through the Class Period.
9 This release excludes the release of claims not permitted by law. The Released Class Claims exclude
10 claims for workers' compensation or unemployment insurance benefits. This release will cover all Class
11 Members who do not opt out.

12 1.31 "Released PAGA Claims" means the claims being released as described in Section 6 below
13 including any and all claims that were brought under the Private Attorneys General Act, Labor Code §§
14 2698 *et seq.*, contained in Plaintiff's Notice to the LWDA including those described in section 2.1, the
15 Complaint and any additional wage and hour PAGA claims that could have been brought based on the facts
16 alleged in the Complaint during the PAGA Claim Period. Aggrieved Employees cannot opt out of this
17 waiver of claims.

18 1.32 "Released Parties" means Defendant, as well as Defendant's past and present officers,
19 owners, shareholders, directors, members, subsidiaries, affiliates, agents, employees, attorneys, and
20 insurers.

21 1.33 "Settlement Administrator" means and refers to CPT Group, the third-party entity that will
22 administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator agreed to
23 by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties
24 each represent that they do not have any financial interest in the Settlement Administrator.

25 1.34 "Settlement Administrator Costs" means the fees and expenses reasonably incurred by the
26 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
27 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
28 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees

1 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
2 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
3 Members and/or Aggrieved Employees, Class Counsel, and Defendant's Counsel; all costs and fees
4 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
5 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,
6 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to
7 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
8 other filings required by any governmental taxing authority or agency; all costs and fees associated with
9 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
10 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
11 in connection with the execution of its duties under this Agreement.

12 **2. DESCRIPTION OF THE LITIGATION**

13 2.1 On or about December 22, 2021, Plaintiff sent notice to the LWDA to exhaust
14 administrative remedies under the PAGA for (1) Violation of Labor Code §§ 510, 1194; IWC Wage Order
15 14, § 3 (Failure to Pay Overtime Wages), (2) Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order
16 14, § 4 (Failure to Pay Minimum Wages), (3) Violation of Labor Code §§ 226.7, 512 and Wage Order No.
17 14, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof), (4) Violation
18 of Labor Code § 226.7 and Wage Order No. 14, § 12(A) (Failure to Provide Rest Periods or Pay Premiums
19 in Lieu Thereof), (5) Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage
20 Statements), (6) Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages), (7) Violation of
21 Labor Code § 2802 (Failure to Pay Reimbursement for Expenses), (8) Violation of Labor Code §§ 558,
22 558.1 (Provisions Regarding Hours and Days of Work in Any Industrial Welfare Commission Order), (9)
23 Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records), (10) Violation of Labor
24 Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave). The LWDA did not respond to the notice
25 within the statutorily required time frame and, as such, Plaintiff became authorized to act as a Private
26 Attorneys General on all alleged PAGA claims.

27 2.2 On or about December 22, 2021, Plaintiff filed a class action Complaint in Yuba County
28 Superior Court on behalf of himself and Class Members alleging claims for (1) Violation of Labor Code

1 §§ 510, 1194; IWC Wage Order 14, § 3 (Failure to Pay Overtime Wages), (2) Violation of Labor Code §§
2 1194, 1197.1; IWC Wage Order 14, § 4 (Failure to Pay Minimum Wages), (3) Violation of Labor Code §§
3 226.7, 512 and Wage Order No. 14, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums
4 in Lieu Thereof), (4) Violation of Labor Code § 226.7 and Wage Order No. 14, § 12(A) (Failure to Provide
5 Rest Periods or Pay Premiums in Lieu Thereof), (5) Violation of Labor Code §§ 226, 226.3 (Failure to
6 Provide Accurate Wage Statements), (6) Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final
7 Wages), (7) Violation of Labor Code § 2802 (Failure to Pay Reimbursement for Expenses), (8) Violation
8 of California Unfair Competition Law, Business & Professions Code §§ 17200 et seq. and violations of
9 California Labor Code §§ 226.7, 510, 512, and 1194. Plaintiff filed a First Amended Complaint on
10 approximately May 11, 2022 to add a PAGA cause of action based on the violations alleged in the
11 December 22, 2021 notice to the LWDA on behalf of himself and Aggrieved Employees.

12 2.3 Through formal and informal discovery, Defendant and Defendant's Counsel provided
13 Class Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
14 information on Class Members including, but not limited to, Class Members' workweeks, dates of
15 employment, total number of Class Members, their rates of pay, and pay periods as well as timecard data
16 and payroll reports for a randomly selected sample of Class Members.

17 2.4 After Class Counsel received the data, the Parties engaged in informal settlement
18 negotiations, but were not able to come to a resolution. On June 28, 2023, the Parties participated in a
19 lengthy mediation with private mediator Hon. Patrick J. O'Hara, (ret.). At the conclusion of the mediation,
20 the Parties were unable to come to a resolution. However, after mediation the Parties were able to resolve
21 the case as a result of a mediator's proposal. At all times, the Parties' settlement negotiations have been
22 non-collusive, adversarial, and at arm's length.

23 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document
24 productions, extensive legal analysis, the provision of information by Defendant to Plaintiff and the
25 detailed analysis of the records, including expert analysis, have permitted each side to assess the relative
26 merits of the claims and the defenses to those claims.

27 2.6 In the Action, Plaintiff contends that Defendant violated California law by (1) failing to pay
28 overtime wages, (2) failing to pay minimum wages, (3) failing to provide meal periods or pay premiums

1 in lieu thereof, (4) failing to provide rest periods or pay premiums in lieu thereof, (5) failing to provide
2 accurate wage statements, (6) failing to timely pay all final wages, (7) failing to reimburse expenses for
3 incurred expenses, (8) failing to maintain accurate records, (9) failing to provide paid sick leave, (10)
4 engaging in unfair competition, and (11) Plaintiff sought to recover civil penalties for these same alleged
5 Labor Code violations under PAGA. Defendant has denied each of Plaintiff's claims and Defendant denies
6 that this Action is appropriate for class certification for anything other than settlement purposes. The
7 agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential
8 exposure for the underlying claims and the class data supporting these claims. The Parties, with the
9 assistance of the mediator, also assessed appropriate discounts to the potential liability based on
10 Defendant's factual and legal contentions and defenses.

11 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
12 and the information exchanged to date, are more than sufficient to assess the merits of the respective
13 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
14 Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled in a
15 manner and upon such terms and conditions set forth herein in order to avoid further expense,
16 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
17 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
18 Plaintiff, Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the
19 consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
20 circumstances.

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

22 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
23 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
24 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
25 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
26 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
27 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
28 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and

1 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
2 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
3 evidence that may be applicable.

4 3.2 Defendant has denied all claims as to liability, damages, liquidated damages, penalties,
5 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant
6 has agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
7 the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to
8 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
9 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
10 any and all other potential defenses or privileges.

11 **4. SCOPE OF THE CLASS**

12 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
13 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
14 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class
15 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in
16 Section 7.5.1.

17 4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under
18 this Agreement.

19 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
20 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
21 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a
22 data request to the Settlement Administrator. The data request must contain all of the following
23 information: (a) the full name and, if applicable, Social Security Number of the individual making the
24 request; (b) the name used by such employee as of the time his or her employment with Defendant ended;
25 (c) the individual's dates of employment with Defendant; and (d) a return address to which a response may
26 be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
27 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
28 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event

1 more than two business days) transmit the data requests to Defendant's Counsel and request that Defendant
2 review its records.

3 4.4 If Defendant agrees that the person listed in a data request is a Class Member and/or
4 Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
5 person who submitted the data request, at the address designated for that purpose in the data request. All
6 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent
7 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
8 in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved
9 Employee for all other purposes.

10 4.5 If Defendant does not agree that the person listed in a data request is a Class Member and/or
11 Aggrieved Employee, Defendant's Counsel and Class Counsel shall attempt to resolve any such dispute in
12 good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
13 dispute. Defendant's records shall control unless the individual submitting the data request provides
14 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendant's
15 Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The
16 Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve
17 the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7)
18 calendar days after Defendant's Counsel and Class Counsel submit the dispute to the Settlement
19 Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject
20 to Court review.

21 **5. TERMS OF THE SETTLEMENT**

22 The Parties agree as follows:

23 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
24 Section 6, Defendant shall pay the Gross Settlement Amount (\$275,000). Funding of the Gross Settlement
25 Amount shall occur within 30 calendar days after the Effective Date to be held in trust in a QSF by the
26 Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class
27 Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action
28 incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering

1 the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement,
2 the Enhancement Payment to the Class Representative and the PAGA Payment. Any monies necessary to
3 satisfy Defendant's tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments)
4 on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement
5 Amount.

6 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35%
7 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has
8 agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
9 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
10 exceed \$10,000, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not
11 oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not
12 exceed the \$10,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099
13 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than
14 the requested attorney's fees and/or costs, Class Counsel will not have the right to withdraw from this
15 Agreement and the portion of the requested amounts not awarded to Class Counsel shall be added to the
16 Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

17 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
18 Gross Settlement Amount and shall not exceed \$15,000. The difference between any actual costs and the
19 allocated \$15,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
20 Members on a pro rata basis.

21 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
22 an Enhancement Payment to the Class Representative in an amount not to exceed \$15,000 to compensate
23 for the risks, time, and expense of his involvement in the Action and securing the benefits of this Agreement
24 for Class Members. The Enhancement Payment is in addition to the Individual Settlement Amount Plaintiff
25 would otherwise be due under the Agreement as a Participating Class Member. Defendant has agreed to
26 not oppose Class Counsel's request for an Enhancement Payment to Plaintiff so long as it does not exceed
27 the amount stated herein. The Enhancement Payment will be designated as a non-wage payment and
28 reported on an IRS Form 1099-MISC. In the event that the Court awards less than the Enhancement

1 Payment amount requested, Plaintiff and Class Counsel will have no right to withdraw from this Agreement
2 and instead any portion of the requested amount not awarded to the Class Representative shall be added
3 to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

4 5.5 PAGA Payment: Twenty Thousand (\$20,000) of the Gross Settlement Amount shall be
5 allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be
6 paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata
7 basis as described below in Section 5.8. Any amount not approved by the Court for the allocated PAGA
8 Payment shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
9 a pro rata basis.

10 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
11 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by
12 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
13 donated equally, i.e. 50/50, to Capital Pro Bono, Inc., and the Sacramento Food Bank & Family Services
14 under the doctrine of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any
15 reason.

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

1 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
2 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
3 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for
4 approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement
5 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by
6 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of
7 all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the
8 Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members
9 under this formula who timely opt out of the Settlement will be redistributed to Participating Class
10 Members on a pro rata basis, i.e. each Participating Class Member's share will be determined by dividing
11 their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all
12 Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to
13 arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved
14 Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total
15 Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all
16 Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25%
17 portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

18 5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to
19 Participating Class Members and/or Aggrieved 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 Aggrieved Employees are as follows:

24 5.9.1 Ten Percent (10%) of each Participating Class Members' Individual Settlement
25 Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes.
26 Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual
27 Settlement Amount.
28

1 5.9.2 Ninety Percent (90%) of each Participating Class Members' Individual Settlement
2 Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted
3 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
4 which the Participating Class Members shall receive an IRS Form 1099-MISC.

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

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

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

1 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
2 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for
3 establishing class certification have been met and are met.

4 5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
5 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
6 Aggrieved Employees.

7 **6. RELEASE**

8 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
9 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims
10 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their
11 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released
12 Class Claims against any of the Released Parties.

13 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
14 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
15 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
16 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
17 Claims against any of the Released Parties.

18 6.3 Release by Plaintiff: Upon the Effective Date, Plaintiff and his respective former and
19 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
20 generally, release and discharge Released Parties from all claims, transactions, or occurrences that
21 occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably
22 could have been, alleged, based on the facts contained, in the Complaint and (b) all PAGA claims that
23 were, or reasonably could have been, alleged based on facts contained in the Complaint and Plaintiff's
24 PAGA Notice, or ascertained during the Action and released under Sections 6.1 and 6.2 above.
25 ("Plaintiff's Release.") Plaintiff will be deemed to fully, finally and forever release the Released Class
26 Claims, Released PAGA Claims, and Class Representative's Released Claims as to all Released Parties.
27 In addition, on the Effective Date, Plaintiff and any successors in interest will be permanently enjoined
28 and forever barred from prosecuting any of the Released Class Claims, Released PAGA Claims, and

1 Class Representative's Released Claims against any of the Released Parties. Plaintiff's Release does not
2 extend to any claims for vested benefits, unemployment benefits, disability benefits, social security
3 benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff
4 may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
5 believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all
6 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

7 6.3.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes
8 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
9 any, of section 1542 of the California Civil Code, which reads:

10 A general release does not extend to claims that the creditor or releasing
11 party does not know or suspect to exist in his favor at the time of
12 executing the release, and that if known by him would have materially
13 affected his settlement with the debtor or Released Party.

14 However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers'
15 compensation claims), then those claims will not be released. However, Plaintiff acknowledges that he is
16 not aware of any work related injuries which he has not previously reported to Defendant.

17 **7. SETTLEMENT ADMINISTRATION**

18 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
19 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are
20 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the
21 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate
22 any individual Class Members and Aggrieved Employee whose address or contact information as provided
23 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class
24 Members and Aggrieved Employees; 4) providing notification to the appropriate state and federal officials
25 of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any
26 challenges (in consultation with Class Counsel and Defendants' Counsel) from Class Members or
27 Aggrieved Employees, including any associated documentation, regarding their Qualified Workweek
28 calculations; 6) receiving and serving on Class Counsel, Defendant's Counsel, and the Court, copies of any

1 written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding
2 to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees;
3 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement
4 after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement
5 Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be
6 distributed due to the inability to locate Class Members or Aggrieved Employees; 10) determining the
7 validity of any disputes or late opt-outs by previously unidentified Class Members or Aggrieved
8 Employees; 11) paying any residual funds from uncashed checks; 12) reporting to Class Counsel and
9 Defendants' Counsel regarding the statistics of the administration, including (a) the number of initial Notice
10 of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed
11 Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of
12 address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements
13 undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out
14 requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a
15 declaration to the Court regarding the final statistics of the administration and compliance with all payment
16 obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of
17 the Individual Settlement Amounts to Participating Class Members and Aggrieved Employees; and 15)
18 carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the
19 Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall
20 be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions
21 of this Agreement, until all payments and obligations contemplated by the Agreement have been fully
22 executed.

23 7.2 Notice to Class Members and Aggrieved Employees: The Notice of the Settlement will be
24 sent in English and Spanish. The Notice of Settlement will provide Class Members and Aggrieved
25 Employees with a summary of the terms and conditions of the Agreement, how to participate in the
26 settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks, and
27 how to opt-out from the Agreement. The Notice of Settlement will also inform Class Members and
28 Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees

1 and costs allocations, any proposed Enhancement Payments, proposed Settlement Administrator Cost
2 allocations, proposed PAGA Payment allocations, the scope of the class, the nature and extent of the
3 released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for attorneys' fees
4 and costs. The Notice of Settlement shall include information regarding Class Member's and Aggrieved
5 Employee's estimated Individual Settlement Amount. The Notice of Settlement will provide information
6 on how to access electronic copies online of the Notice of Settlement, any motions for approval of the
7 Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court
8 directs.

9 7.3 Class Member Data and Mailing: No later than fifteen (15) calendar days after the
10 Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the name, last
11 known mailing address, last known telephone number, Social Security Number, start and end date of
12 employment (if any) of each Class Member and Aggrieved Employee, and any other information the
13 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as
14 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying
15 Workweeks for each Class Member and Aggrieved Employee. No later than seven (7) calendar days after
16 receipt of such address information, the Settlement Administrator will perform a national change of address
17 ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the Notice of
18 Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved Employee
19 by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information received
20 from Defendant confidential to itself, and Defendant's Counsel. However, Class Counsel shall be able to
21 review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts for Class
22 Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
23 identifying information is redacted and/or omitted.

24 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
25 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
26 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
27 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
28 attempt to determine a correct address using a skip-trace, computer or other search using the name, address

1 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
2 five (5) calendar days to any more recent address found as a result of the search. Following each search
3 that does not result in a corrected address, for those Class Members who appear to be current employees
4 of Defendant at the time of the Preliminary Approval Date, the Settlement Administrator shall contact
5 Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Settlement
6 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
7 are active employees of Defendant. In the event the Notice of Settlement is forwarded to a new address
8 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,
9 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
10 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
11 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
12 be bound by all terms of the Agreement, including the releases contained in Section 6.

13 7.5 Responses to Notice of Settlement:

14 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to
15 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
16 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or
17 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
18 excluded from the settlement; (c) identify the case name and number (*i.e. Guevara Sanchez v. Danna Farms*
19 *Inc.*, Case No. CVCV21-01213); (d) be signed; and (e) be post-marked no later than the conclusion of the
20 Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally sign the
21 request to opt-out. No request to opt-out may be made on behalf of a group of Class Members. The date
22 of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a
23 request to opt-out has been timely submitted. Any Class Member who requests to opt-out of the Agreement
24 will not be entitled to any portion of the Net Settlement Amount nor will they have any right to object,
25 appeal or comment thereon. The name of any Class Member who submits a valid and timely opt out request
26 will be specifically identified in any proposed order granting final approval. Class Members who fail to
27 submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and any order or
28 final judgment thereon. Regardless of whether an Aggrieved Employee opts out of being a Class Member,

1 they will still receive their share of the PAGA Payment as Aggrieved Employees cannot opt out of this
2 Agreement as it relates to the PAGA Payment or Released PAGA Claims.

3 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes to
4 object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
5 objections to the Settlement Administrator. The Settlement Administrator will share this objection with
6 Class Counsel, Defendant's Counsel and the Court. The Notice of Settlement shall make clear that the
7 Court can only approve or deny the Agreement, not change the terms of the Agreement. The objection
8 must (a) state the Class Member's full name and date of birth; (b) provide evidence that the individual is,
9 in fact, a Class Member; (c) state the reasons for the objection(s), including any supporting documentation;
10 (d) identify the case name and number (*i.e. Guevara Sanchez v. Danna Farms Inc.*, Case No. CVCV21-
11 01213); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-
12 mailing timeline stated in Section 7.4. The Notice of Settlement will inform the Class Member that they
13 should also file a notice of intent to appear with the Court and serve the notice on Class Counsel and
14 Defendants' Counsel, if they intend to appear at the final approval hearing.

15 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
16 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)
17 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)
18 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
19 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two
20 business days) forward all such disputes to Defendant's Counsel and request that Defendant review the
21 dispute. Defendant's records shall presumptively control unless the Class Member can produce
22 documentation evidencing other periods of employment worked. If Defendant agrees with submitted
23 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
24 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
25 Class Member's Individual Settlement Amount. If Defendant disagrees with the submitted information,
26 Defendant's Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
27 documentation submitted by the Class Member as part of the dispute. Defendant's Counsel and Class
28 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class

Counsel being advised of the dispute. Each dispute that Defendant's Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out, objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever is later.

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

7.7 Settlement Administrator Declaration Regarding Notice Period: Within seven (7) calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the statistics and responses of settlement administration to date and all the Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and Plaintiff: Within three (3) calendar days after the Effective Date and the Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel. Defendant shall wire the Gross Settlement Amount and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement Administrator within thirty (30) calendar days after the Effective Date to be to be held in trust in a QSF. Within seven (7) calendar days after Defendant fund the settlement, the Settlement Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to

1 Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,
2 and payment to Participating Class Members and/or Aggrieved Employees as required under this
3 Agreement and approved by the Court.

4 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and costs
5 to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide the
6 Settlement Administrator with the pertinent taxpayer identification number and payment instructions after
7 the Final Approval Date.

8 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
9 Enhancement Payment and Plaintiff's Individual Settlement Amount to the Class Representative, care of
10 Class Counsel unless another method is requested by Class Counsel.

11 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
12 Individual Settlement Amount.

13 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
14 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
15 Agreement. Defendant agree to reasonably cooperate with the Settlement Administrator to the extent
16 necessary to determine the amount of the payroll tax payment required.

17 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
18 issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the
19 form of a check, which shall become null and void if not deposited within one hundred eighty (180)
20 calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be
21 voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The
22 Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check
23 cashing deadline.

24 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
25 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members
26 and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class
27 Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete
28 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 Class Members and Aggrieved 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:

Last day for Defendant to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 15 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 7 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendant
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 7 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 3 calendar days after the Effective Date
Last day for Defendant to fund settlement	Within 30 calendar days after the Effective Date

Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
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
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. 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 Plaintiff's 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 Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement

1 administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the
2 proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of
3 reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
4 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
5 approved as fair, reasonable and adequate as to the Class Members.

6 9.1.2 Defendant shall not oppose Plaintiff's motion for approval of the proposed Agreement.

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

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

19 9.2.1 Class Counsel and Defendant's Counsel shall work in good faith to draft a mutually
20 agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final
21 Judgment. The Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final
22 Judgment shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to
23 be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving
24 the payment of an Enhancement Payment to the Class Representative; 3) Approving Class Counsel's
25 application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4)
26 Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to
27 oversee administration and enforcement of the terms of the Agreement and the Court's orders.
28

1 9.2.2 Following entry of the Court's order granting final approval of the Agreement, the
2 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:
3 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement
4 be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist
5 the Settlement Administrator as needed or requested in the process of identifying and locating Participating
6 Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery
7 of such payments; 3) Class Counsel and Defendant's Counsel will cooperate with each other and assist the
8 Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as
9 specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement
10 Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

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

14 9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development
15 Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

16 **10. MISCELLANEOUS TERMS**

17 10.1 Defendant's Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date,
18 17% or more of the Class Members have submitted proper and timely requests to opt-out in accordance
19 with the provisions of the Agreement, Defendant may rescind the Agreement and all actions taken in its
20 furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing, to
21 Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the
22 total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs
23 shall be paid by Defendant. Defendant has represented that there are no more than 11,987 workweeks
24 during the Class Period. In the event the number of workweeks during the Class Period is more than
25 14,025 (i.e., greater than 17% more than 11,987), then the Gross Settlement Amount shall be increased
26 proportionally by the workweeks in excess of 14,025, multiplied by the pay period value. For example,
27 if there were 11,900 workweeks represented to exist during the Class Period, but there are actually 15,000
28 workweeks in the Class Period, and the actual workweek value is \$5.00 per workweek, Defendant would

1 have to increase the Gross Settlement Amount by \$5,385 (15,000 workweeks – 11,900 workweeks =
2 3,100 workweeks – 2,023 weeks in the escalator buffer = 1,077 work weeks x \$5.00/workweek). In the
3 alternative, Defendant may elect to end the Class Period on the day on which the number of Workweeks
4 reaches 14,025.

5 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
6 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
7 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
8 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
9 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
10 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
11 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
12 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
13 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
14 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
15 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
16 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
17 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
18 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
19 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
20 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
21 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
22 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
23 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
24 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
25 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
26 THIS AGREEMENT.

27 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to

any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Agreement.

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

10.5 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.

10.6 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 Yuba 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 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.

10.7 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.

10.8 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 Plaintiff and/or 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 Class Members, Aggrieved Employees or any other person, and Defendant specifically disclaim any liability, culpability, negligence,

1 or wrongdoing toward Plaintiff, the Class Members, Aggrieved Employees or any other person. Each of
2 the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation.

3 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
4 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
5 third business day after mailing by United States certified mail, return receipt requested, addressed as
6 follows:

7 To Plaintiff and the Class:

8 Galen T. Shimoda
9 Justin P. Rodriguez
10 Renald Konini
11 Shimoda & Rodriguez Law, PC
12 9401 East Stockton Blvd., Suite 120
13 Elk Grove, CA 95624

14 To Defendant:

15 Ronald H. Barsamian
16 Patrick S. Moody
17 Catherine M. Houlihan
18 BARSAMIAN & MOODY
19 a Professional Corporation
20 Attorneys at Law
21 1141 W. Shaw Avenue, #104
22 Fresno, CA 93711
23 Telephone: (559) 248-2360
24 Facsimile: (559) 248-2370

25 10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
26 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
27 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
28 party or its counsel participated in the drafting of this Agreement.

1 10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
2 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover
3 any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except
4 as expressly provided in this Agreement.

5 10.12 No Modifications: This Agreement may be amended or modified only by a written
6 instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be
7 discharged except by performance in accordance with its terms.

1 10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
3 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
4 to effectuate its terms and to execute any other documents required to effectuate the terms of this
5 Agreement.

6 10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class
7 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
8 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
9 may be executed on behalf of all Class Members by the Class Representative.

10 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
11 undersigned. Plaintiff, Class Counsel, Defendant and Defendant's Counsel may execute this Agreement in
12 counterparts, and execution of counterparts shall have the same force and effect as if each had signed the
13 same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force and
14 effect of originals.

15 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
16 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
17 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
18 and governed by, the substantive laws of the State of California without giving effect to that State's choice
19 of law principles.

20 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
21 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
22 this Agreement, or any provision thereof.

23 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be
24 construed as retaliation against any Class Members for participating or seeking to participate in this class
25 action settlement. The Parties will not discourage any Class Member from participating or seeking to
26 participate in this class action settlement. This is a material term of the Agreement and non-breaching
27 Parties will seek court intervention if this provision is breached.
28

1 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
2 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
3 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
4 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
5 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
6 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

7 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
8 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

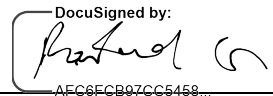
9 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
10 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
11 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

12 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
13 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
14 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

17 **For Plaintiff:**

18 Date: 8/15/2023 _____

DocuSigned by:

AFC6FECB07CC5458...

RAFAEL GUEVARA SANCHEZ

20 **FOR Defendant:**

21 Date: _____

22 By: _____
23 For DANNA FARMS INC.
24
25
26
27
28

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

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

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

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

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 Plaintiff:

Date: _____

RAFAEL GUEVARA SANCHEZ

FOR Defendant:

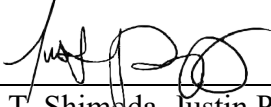
Date: 8/25/2023

By: 
For DANNA FARMS INC.

1 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

2
3 Dated: 8/28/2023

By: 
Galen T. Shimoda, Justin P. Rodriguez and
Renald Konini
Attorney for Plaintiff and Aggrieved
Employees

4
5
6 APPROVED AS TO FORM

BARSAMIAN & MOODY

7
8
9 Dated: _____

By: _____
Ronald H. Barsamian
Patrick S. Moody
Catherine M. Houlihan
Attorney for Defendant

1 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

2
3
4 Dated: _____

By: _____
Galen T. Shimoda, Justin P. Rodriguez and
Renald Konini
Attorney for Plaintiff and Aggrieved
Employees

6 APPROVED AS TO FORM

BARSAMIAN & MOODY

8
9 Dated: 8/20/2023

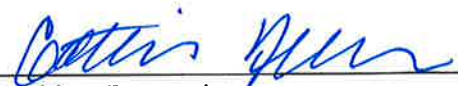
By: 
Ronald H. Barsamian
Patrick S. Moody
Catherine M. Houlihan
Attorney for Defendant

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ, individually
and on behalf of all other similarly situated
employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. CVCV21-01213

**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 Defendant in California from December 22, 2017, to _____ (the “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 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 Yuba County Superior Court (“Court”) granting Plaintiff’s 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 Plaintiff RAFAEL GUEVARA SANCHEZ (“Plaintiff” or “Class Representative”), and Defendant DANNA FARMS INC. (“Defendant”) on behalf of 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 “Class Member.” Defendant’s records also indicate that you worked _____ weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be _____. Your actual share of the settlement proceeds will vary depending on the total number of 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 22, 2021, Plaintiff filed a Complaint against Defendant in the Yuba County Superior Court of California on behalf of himself and Class Members. The term “Action” means this putative class action pending in Yuba County Superior Court, Case No. CVCV21-01213. The Class Period runs from December 22, 2017, to _____ (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendant violated California law by (1) failing to pay overtime wages, (2) failing to pay minimum wages, (3) failing to provide meal periods or pay premiums in lieu thereof, (4) failing to provide rest periods or pay premiums in lieu thereof, (5) failing to provide accurate wage statements, (6) failing to timely pay all final wages, (7) failing to reimburse expenses for incurred expenses, (8) failing to maintain accurate records, (9) failing to provide paid sick leave, (10) engaging in unfair competition, and (11) Plaintiff sought to recover civil penalties for these same alleged Labor Code violations under the Private Attorney General Act (“PAGA”). Defendant has denied all of Plaintiff’s 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 Parties have participated in 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 continue 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 Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who have or continue to work for Defendant in California from December 22, 2020, to _____. If you are a 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 Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved 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 Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a 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 Hundred Seventy-Five Thousand (\$275,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for Plaintiff’s attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$10,000, Settlement Administrator Costs in an amount not to exceed \$15,000, Class Representative’s Enhancement Payment of Fifteen Thousand (\$15,000), and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all 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 Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$20,000 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 Aggrieved Employees.

The number of weeks you worked during the 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 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 Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

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

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved 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 Class Members will be allocated from the Net Settlement Amount and paid as ninety percent (90%) for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and ten percent (10%) for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved 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 Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as from December 22, 2020, to _____. Defendant’s records indicate that you worked _____ weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be _____. 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 Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved 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 Defendants' Records and Resolution of Workweek Disputes

For each 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 Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the 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 _____. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

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

Class members who do not opt out will be deemed to have released [1.30 text].

Aggrieved Employees will be deemed to have released [1.31 text].

The individuals released ("Released Parties") include Defendant, as well as Defendant's officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved 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 OPTIONS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating 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 Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

If you do not wish to be bound by the Settlement as a Class Member, 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 want to be excluded from this Settlement; (c) identify the case name and number (i.e. *Guevara Sanchez v. Danna Farms Inc.*, CVCV21-01213); (d) be signed; and (e) be post-marked no later than _____. 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 _____, 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 Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not received their share of the Net Settlement Amount. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a 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. *Guevara Sanchez v. Danna Farms Inc.*, CVCV21-01213) (e) be signed; and (f) be post-marked no later than _____. The objection must be sent to the Settlement Administrator at the address identified in Section III.B. The Settlement Administrator will share this objection with counsel for Plaintiff and Defendant and the Court.

You may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the 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 Plaintiff and Defendant at the addresses identified in Section VI of this notice.

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 Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, 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 Class Member by Defendant in California during the 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 _____ at _____ to determine whether the Agreement should be 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 Representative's 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:

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
On behalf of Plaintiff

Ronald H. Barsamian
Patrick S. Moody
Catherine M. Houlihan
BARSAMIAN & MOODY
A Professional Corporation
Attorneys at Law
1141 W. Shaw Avenue, #104
Fresno, CA 93711
Telephone: (559) 248-2360
Facsimile: (559) 248-2370
On behalf of Defendant

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

EXHIBIT B

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 **Shimoda & Rodriguez Law, PC**
4 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff RAFAEL GUEVARA SANCHEZ,
6 individually and on behalf of all other similarly situated employees
7
8

ELECTRONICALLY FILED
by
Superior Court of California
County of Yuba
on 5/11/2022
by C Rodriguez

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YUBA**

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,
Defendants.

Case No. CVCV21-01213

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1
2 Plaintiff RAFAEL GUEVARA SANCHEZ ("Plaintiff"), on behalf of himself and all other
3 similarly situated employees, hereby files this First Amended Complaint against Defendants
4 DANNA FARMS INC., a California Corporation; and DOES 1 to 100, inclusive (hereinafter all
5 collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
8 Plaintiff for failure to provide minimum wages, overtime wages, meal and rest period violations, wage
9 statement violations, waiting time penalties, failure to pay reimbursements, and unfair competition.

10 **JURISDICTION AND VENUE**

11 2. The Yuba County Superior Court has jurisdiction in this matter pursuant to California
12 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
13 California Business and Professions Code, and Wage Order No. 14.

14 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
15 Defendants resides in Yuba County. In addition, some of the wrongful acts and violations of law
16 asserted herein occurred within Yuba County, and Defendants' obligation to pay wages arose in Yuba
17 County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

18 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
19 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
20 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
21 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
22 ("LWDA") on approximately December 22, 2021. Plaintiff provided facts and legal bases for his claims
23 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
24 of action. Plaintiff also submitted the \$75.00 filing fee. The December 22, 2021, notice was also sent
25 via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
26 Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
27 pursuant to the PAGA and may bring this action on behalf of himself and all similarly situated
28 employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber*

1 *Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
2 include, but are not limited to the following: all nonexempt employees who have or continue to work for
3 Defendant in California.

4 PARTIES

5 5. RAFAEL GUEVARA SANCHEZ is an individual over the age of eighteen (18) and
6 is a resident of the State of California.

7 6. On information and belief, Plaintiff alleges, DANNA FARMS INC., is now and/or at
8 all times mentioned in this Complaint was a California Corporation and the owner and operator of an
9 industry, business and/or facility doing business in the State of California.

10 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
11 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
12 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
13 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
14 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
15 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
16 Plaintiff.

17 8. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
18 were members of and/or engaged in a joint employment, joint venture, partnership and common
19 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
20 joint venture, partnership and common enterprise.

21 9. Defendants, and each of them, now and/or at all times mentioned in this Complaint
22 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

23 10. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
24 wrongs, complaints, injuries and/or damages alleged in this Complaint.

25 CLASS ALLEGATIONS

26 11. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all
27 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
28 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

1 All non-exempt employees who have or continue to work for Defendants
2 in California from December 22, 2017, to the present.

3 12. This action has been brought and may be properly maintained as a class action,
4 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
5 defined community of interests in the litigation and the proposed class is easily ascertainable.

6 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
7 is impracticable under the circumstances of this case. While the exact number of class
8 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
9 Defendants have employed as many as fifty (50) individuals falling within the above
10 stated class definition throughout the State of California during the applicable statute of
11 limitations, who were subjected to the policies and practices outlined in this Complaint.
12 As such, joinder of all members of the putative class is not practicable.

13 (b) Common Questions Predominate: Common questions of law and fact exist as to all
14 members of the putative class and predominate over questions that affect only individual
15 members of the class. These common questions of law and fact include, without
16 limitation, the following:

- 17 (1) Whether Defendants had a policy and practice of not paying Plaintiff and putative
18 class members for all hours worked;
19 (2) Whether Defendants had a policy and practice of not paying Plaintiff and putative
20 class members all overtime wages due;
21 (3) Whether Defendants authorized and permitted all meal periods;
22 (4) Whether Defendants authorized and permitted all rest periods;
23 (5) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
24 class members received all reimbursements owed;
25 (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative
26 class members received all wages, due and owing, at the time of their termination
27 or separation; and
28

1 (7) Whether Defendants provided Plaintiff's and putative class members with wage
2 statements that complied with Labor Code section 226.

3 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
4 class. The putative class also sustained damages arising out of Defendants' common
5 course of conduct in violation of the law as complained of herein. Plaintiff and all
6 members of the putative class were non-exempt employees who were not paid for all
7 hours worked, all overtime wages due, and all meal and rest period penalties owed.
8 Plaintiff and similarly situated employee were also not paid reimbursements for the use
9 of their personal phones, tools, and vehicles for work purposes. Additionally, Defendants
10 issued Plaintiff and all members of the putative class wage statements that did not comply
11 with Labor Code section 226. As a result, Plaintiff and each member of the putative class
12 will have suffered the same type of harm and seek the same type of recovery based on the
13 same legal theories.

14 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
15 putative class. For all relevant times, Plaintiff resided in California and worked for
16 Defendants in California. Moreover, Plaintiff is an adequate representative of the
17 putative class as Plaintiff has no interests that are adverse to those of putative class
18 members. Additionally, Plaintiff has retained counsel who has substantial experience in
19 complex civil litigation and wage and hour matters.

20 (e) Superiority: A class action is superior to other available means for the fair and efficient
21 adjudication of the controversy since individual joinder of all members of the putative
22 class is impracticable. Class action treatment will permit a larger number of similarly
23 situated persons to prosecute their common claims in a single forum simultaneously,
24 efficiently, and without the unnecessary duplication of effort and expense that numerous
25 individual actions would engender. Further, as damages suffered by each individual
26 member of the class may be relatively small, the expenses and burden of the individual
27 litigation would make it difficult or impossible for individual members of the class to
28 redress the wrongs done to them, and an important public interest will be served by

1 addressing the matter as a class action. The cost to the court system of adjudication of
2 such individualized litigation would be substantial. Individualized litigation would also
3 present the potential for inconsistent or contradictory judgments.

4 13. Plaintiff is unaware of any difficulties that are likely to be encountered in the
5 management of this action that would preclude its maintenance as a class action.

6 **GENERAL ALLEGATIONS**

7 14. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as though fully
8 set forth herein.

9 15. Defendants operate a farm in that grows fruits, vegetables, and walnuts for domestic and
10 international markets and employed 26 or more individuals at any given time. Plaintiff worked for
11 Defendants from approximately January 2011 to May 26, 2021, as a mechanic and non-exempt, hourly
12 employee.

13 16. Plaintiffs and similarly situated employees regularly worked ten (10) to twelve (12) hours
14 in a day or more and/or over forty (40) hours in a week. Plaintiff and similarly situated employees,
15 however, were not paid all the overtime and double time pay that was owed to them. This included, but
16 is not limited to, failing to pay daily and or weekly overtime in accordance with the schedule outlined in
17 Wage Order 14 for employers with 26 or more employees. Plaintiff and Aggrieved Employees worked
18 in excess of the daily and/or weekly maximum hours without being paid all overtime wages owed for
19 those hours.

20 17. Plaintiff and similarly situated employees were also not paid all minimum wages and
21 overtime owed to them due to managers and supervisors making unauthorized reductions to the hours
22 worked by Plaintiff and similarly situated employees. Specifically, Plaintiff and Aggrieved would write
23 their hours on a notepad and provide it to management. Management would then transfer the hours into
24 the time keeping system. In this process, management would consistently cut Plaintiff's and similarly
25 situated employees' hours when they disagreed with the documented time worked. Management would
26 further not account for time Plaintiff and similarly situated employees would spend prepping the farm
27 equipment for the day, or time worked during meal and rest breaks. As a result of these practices,
28

1 Plaintiff and similarly situated employees were not paid wages for all hours worked and did not receive
2 the proper accrual of sick leave hours.

3 18. Defendants further did not authorize and permit Plaintiffs and similarly situated
4 employees to take all meal and rest periods owed to them. Plaintiff and similarly situated employees did
5 not receive all uninterrupted thirty (30) minute meal periods every five (5) hours and ten (10) minute
6 rest periods every four (4) hours or major fraction thereof. In fact, when Plaintiff and similarly situated
7 employees did try and take their meal and rest breaks, they would frequently get interrupted by
8 management to complete tasks and be forced to abandon their breaks or not take them at all.
9 Additionally, Plaintiffs and similarly situated employees worked over ten (10) or twelve (12) hours in a
10 day without being authorized and permitted to take a second meal period or third rest period.

11 Defendants did not pay Plaintiffs and similarly situated employees missed meal or rest period premiums.

12 19. Finally, Plaintiff and similarly situated employees were required to use their personal
13 phones, vehicles and tools and equipment for work purposes and were not reimbursed for this use. For
14 instance, employees were often required to drive their own vehicles to different fields to complete their
15 work and were not reimbursed for this mileage. Additionally, Plaintiff and similarly situated employees
16 would frequently use their cell phones to communicate with management when they were on the farm,
17 as well as use some of their own tools to complete the tasks required.

18 20. As a result of Defendants' failure to pay Plaintiffs and similarly situated employees all
19 minimum wages, overtime wages, and meal and rest period premiums owed, the wage statements
20 Defendants issued were inaccurate. The wage statements Defendants issued did not itemize accurate
21 regular and overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate
22 gross and net wages earned. As a result, Plaintiffs and similarly situated employees were not able to
23 determine the total wages owed to them from their paystubs alone.

24 21. To date, Defendants have not paid Plaintiffs and similarly situated employees all
25 overtime wages, paid sick time, and meal and rest period premiums owed to them.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **FAILURE TO PAY OVERTIME WAGES**
4 **(As to all Defendants)**

5 22. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 21 as though fully
6 set forth herein.

7 23. During the period Plaintiff was employed by Defendants, Defendants were required to
8 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
9 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
10 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 14, section
11 (3)(A); Cal. Lab. Code §§ 510, 1194.

12 24. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
13 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
14 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
15 worked at their regular rate of pay.

16 25. Plaintiff and similarly situated employees were not exempt from overtime protections
17 employees under the California Wage Orders and Labor Code.

18 26. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
19 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
20 the extent pertinent as if set forth here in full.

21 **SECOND CAUSE OF ACTION**
22 **FAILURE TO PAY MINIMUM WAGES**
23 **(As to all Defendants)**

24 27. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 26 as though fully
25 set forth herein.

26 28. For the period preceding the filing of this Complaint, Defendants were required to
27 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
28 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 14, section 4(A); Cal. Lab. Code §
1194.

29. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

30. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully set forth herein.

32. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

33. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 14, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

34. California Labor Code section 512 and Wage Order No. 14 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

35. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

36. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

37. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

38. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 37 as though fully set forth herein.

39. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

40. California Labor Code section 226.7 and Wage Order No. 14, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

41. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

42. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

43. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

44. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 43 as though fully set forth herein.

45. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

1 (1) gross wages earned, (2) total hours worked by the employee, except for
2 any employee whose compensation is solely based on a salary and who is
3 exempt from payment of overtime under subdivision (a) of Section 515 or
4 any applicable order of the Industrial Welfare Commission, (3) the
5 number of piece-rate units earned and any applicable piece rate if the
6 employee is paid on a piece-rate basis, (4) all deductions, provided that
7 all deductions made on written orders of the employee may be aggregated
8 and shown as one item, (5) net wages earned, (6) the inclusive dates of the
9 period for which the employee is paid, (7) the name of the employee and
10 the last four digits of his or her social security number or an employee
11 identification number other than a social security number, (8) the name
12 and address of the legal entity that is the employer and, if the employer is
13 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
14 name and address of the legal entity that secured the services of the
15 employer, and (9) all applicable hourly rates in effect during the pay
16 period and the corresponding number of hours worked at each hourly rate
17 by the employee. The deductions made from payment of wages shall be
18 recorded in ink or other indelible form, properly dated, showing the
19 month, day, and year, and a copy of the statement and the record of the
20 deductions shall be kept on file by the employer for at least three years at
21 the place of employment or at a central location within the State of
22 California.

23 46. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
24 itemized statement or failed to provide an accurate and complete itemized statement showing the
25 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
26 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
27 and double time hours worked and corresponding rates of pay, and gross and net wages earned. The
28 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours
29 worked due to Defendants' policy of not paying for all hours worked. Plaintiff and similarly situated
30 employees were not able to promptly and easily determine their total hours worked from their
31 paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over
32 whether they received all wages owed and were prevented from effectively challenging information
33 on their wage statements.

34 47. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
35 employees have been damaged as stated in the section below entitled "DAMAGES," which is
36 incorporated here to the extent pertinent as if set forth here in full.

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SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully set forth herein.

49. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

50. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

51. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

52. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

53. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees were not paid for all regular and overtime hours worked although the hours Plaintiff worked were accurately reflected on his timecards. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

54. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

55. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 54 as though fully set forth herein.

56. California Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

57. Defendants required Plaintiff and similarly situated employees to use their personal phones, tools and vehicles for work purposes but failed to reimburse them for such use.

58. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

59. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully set forth herein.

60. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

61. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums and paid sick leave during their employment or any time thereafter.

62. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

63. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code

sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

64. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 63 as though fully set forth herein.

65. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 14, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 14, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code § 226.7, 512 and Wage Order No. 14, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 14, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

66. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

67. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

68. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

1 6. As to the Fifth Cause of Action:

- 2 a. Penalties as provided for in Labor Code section 226, including the greater of all
3 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
4 violation occurred and one hundred dollars (\$100.00) per employee for each
5 violation in the subsequent pay periods, but not to exceed four thousand dollars
6 (\$4,000.00);
- 7 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
8 226(e);

9 7. As to the Seventh Cause of Action:

- 10 a. An amount to be proven at trial;
- 11 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

12 8. As to the Ninth Cause of Action:

- 13 a. For civil penalties as provided in the Labor Code for each enumerated
14 violation;
- 15 b. For those Labor Code sections where there is no civil penalty provided for their
16 violation, the default penalty provided in Labor Code section 2699(f): for any
17 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
18 period; For any subsequent violation, two hundred dollars (\$200) for each
19 aggrieved employee per pay period;
- 20 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 21 d. For any other remedies as allowed by law and/or deemed appropriate by the
22 Court;

23 9. For such other and further relief as this Court may deem just and proper,
24 including, but not limited to:

- 25 a. Wages as proved at trial;
- 26 b. Injunctive and Declaratory relief;
- 27 c. Attorney's fees and costs as provided for by law; and
- 28 d. Interest.

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Dated: March 17, 2022

Shimoda & Rodriguez Law, PC

By: _____


Galen T. Shimoda
Justin P. Rodriguez
Attorneys for Plaintiff

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Caitlyn A. Lopez, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On March 17, 2022, I served the following documents on the party below:

- 9 • Stipulation and [Proposed] Order Granting Plaintiff Leave to File an Amended
10 Complaint

11 Faith L. Driscoll (SBN: 291486) 12 Ronald H. Barsamian (SBN: 81531) 13 Patrick S. Moody (SBN: 156928) 14 Barsamian & Moody 15 1141 West Shaw Avenue Ste. 104 Fresno, CA 93711 Phone: (559) 248-2360 Facsimile: (559) 248-2370 Email: fdriscoll@theemployerslawfirm.com ronbarsamian@aol.com pmoody@theemployerslawfirm.com laborlaw@theemployerslawfirm.com	
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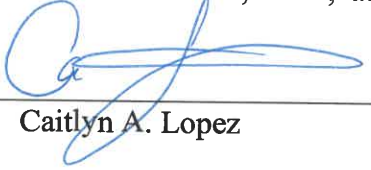
16 [XXX] [By Mail] I am familiar with my employer's practice for the collection and
17 processing of correspondence for mailing with the United States Postal
18 Service and that each day's mail is deposited with the United States Postal
19 Service that same day in the ordinary course of business. On the date set
20 forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Elk Grove, California, addressed
as set forth above.

21 [] [By Personal Service] By personally delivering a true copy thereof to the
22 office of the addressee above.

23 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
24 above. No error was reported by the e-mail service that I used.

25 [] [By Overnight Courier] By causing a true copy and/or original thereof to
26 be personally delivered via the following overnight courier service: UPS.

27 I declare under penalty of perjury under the laws of the State of California that the foregoing
28 is true and correct, and that this declaration was executed on March 17, 2022, at Elk Grove,
California.


Caitlyn A. Lopez

1 *Guevara Sanchez v. Danna Farms Inc.*
2 *Yuba County Superior Court of California, Case No. CVCV21-01213*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On May 11, 2022, I served the following documents on the party below:

- 9 • First Amended Complaint for Damages

10 Faith L. Driscoll (SBN: 291486) 11 Ronald H. Barsamian (SBN: 81531) 12 Patrick S. Moody (SBN: 156928) 13 Barsamian & Moody 14 1141 West Shaw Avenue Ste. 104 15 Fresno, CA 93711 16 Phone: (559) 248-2360 17 Facsimile: (559) 248-2370 18 Email: fdriscoll@theemployerslawfirm.com 19 ronbarsamian@aol.com 20 pmoody@theemployerslawfirm.com 21 laborlaw@theemployerslawfirm.com	
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22 [] [By Mail] I am familiar with my employer's practice for the collection and
23 processing of correspondence for mailing with the United States Postal
24 Service and that each day's mail is deposited with the United States Postal
25 Service that same day in the ordinary course of business. On the date set
26 forth above, I served the aforementioned document(s) on the parties in
27 said action by placing a true copy thereof enclosed in a sealed envelope
28 with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Elk Grove, California, addressed
as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to
be personally delivered via the following overnight courier service: UPS.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct, and that this declaration was executed on May 11, 2022, at Elk Grove,
27 California.

28 
Elias Tapia

EXHIBIT C



Shimoda Law Corp.
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

December 22, 2021

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Guevara Sanchez v. Danna Farms, Inc.*

Dear Labor Commissioner,

As counsel for Rafael Guevara Sanchez ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Danna Farms Inc.
1001 Feather River Blvd.
Olivehurst, CA 95961

Danna Farms Inc.
1001 Feather River Blvd.
Plumas Lake, CA 95961

Steven Danna
1001 Feather River Blvd.
Olivehurst, CA 95961

Joseph Danna
1001 Feather River Blvd.
Olivehurst, CA 95961

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Danna Farms Inc., Steven Danna, and Joseph Danna ("Defendants"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but are not limited to the following: all non-exempt employees who have or continue to work for Defendants in California. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745,



757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Defendants operate a farm in that grows fruits, vegetables, and walnuts for domestic and international markets and employed 26 or more individuals at any given time. Plaintiff Rafael Guevara Sanchez worked for Defendants from approximately January 2011 to May 26, 2021, as a mechanic and non-exempt, hourly employee.

Plaintiffs and Aggrieved Employees regularly worked ten (10) to twelve (12) hours in a day or more and/or over forty (40) hours in a week. Plaintiff and Aggrieved Employees, however, were not paid all the overtime and double time pay that was owed to them. This included, but is not limited to, failing to pay daily and or weekly overtime in accordance with the schedule outlined in Wage Order 14 for employers with 26 or more employees. Plaintiff and Aggrieved Employees worked in excess of the daily and/or weekly maximum hours without being paid all overtime wages owed for those hours.

Plaintiff and Aggrieved Employees were also not paid all minimum wages and overtime owed to them due to managers and supervisors making unauthorized reductions to the hours worked by Plaintiff and Aggrieved Employees. Specifically, Plaintiff and Aggrieved would write their hours on a notepad and provide it to management. Management would then transfer the hours into the time keeping system. In this process, management would consistently cut Plaintiff's and Aggrieved Employees' hours when they disagreed with the documented time worked. Management would further not account for time Plaintiff and Aggrieved Employees would spend prepping the farm equipment for the day, or time worked during meal and rest breaks. As a result of these practices, Plaintiff and Aggrieved Employees were not paid wages for all hours worked and did not receive the proper accrual of sick leave hours.

Defendants further did not authorize and permit Plaintiffs and Aggrieved Employees to take all meal and rest periods owed to them. Plaintiff and Aggrieved Employees did not receive all uninterrupted thirty (30) minute meal periods every five (5) hours and ten (10) minute rest periods every four (4) hours or major fraction thereof. In fact, when Plaintiff and Aggrieved Employees did try and take their meal and rest breaks, they would frequently get interrupted by management to complete tasks and be forced to abandon their breaks or not take them at all. Additionally, Plaintiffs and Aggrieved Employees worked over ten (10) or twelve (12) hours in a day without being authorized and permitted to take a second meal period or third rest period. Defendants did not pay Plaintiffs and Aggrieved Employees missed meal or rest period premiums.

Finally, Plaintiff and Aggrieved Employees were required to use their personal phones, vehicles and tools and equipment for work purposes and were not reimbursed for this use. For



instance, employees were often required to drive their own vehicles to different fields and were not reimbursed for this mileage. Additionally, Plaintiff and Aggrieved Employees would frequently use their cell phones to communicate with management when they were on the farm, as well as use some of their own tools in order to complete the tasks required.

As a result of Defendants' failure to pay Plaintiffs and Aggrieved Employees all minimum wages, overtime wages, and meal and rest period premiums owed, the wage statements Defendants issued were inaccurate. The wage statements Defendants issued did not itemize accurate regular and overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate gross and net wages earned. As a result, Plaintiffs and Aggrieved Employees were not able to determine the total wages owed to them from their paystubs alone.

As of this date of this letter, Defendants have not paid Plaintiffs and Aggrieved Employees all overtime wages, paid sick time, and meal and rest period premiums owed to them.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 14, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 14, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 14, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.



Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 14, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 14, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 14, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 14, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 14, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.



Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum wages, overtime wages, meal and rest premiums, and paid sick time, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 7 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements for Plaintiff and Aggrieved Employees’ required use of their personal vehicles, phones and tools work-related purposes. This was in violation of the law.

Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants’ agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Steven Danna, and Joseph Danna were officers, directors, shareholders, and/or managing agents of Defendant Danna Farms, Inc. responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count 9 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each



violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count 10– Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: 
Justin P. Rodriguez

JPR: jlh
cc: Client via e-mail

1 *Guevara Sanchez v. Danna Farms, Inc.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Allyssa Phonglom, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On December 22, 2021, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9 Danna Farms Inc. 10 1001 Feather River Blvd. 11 Olivehurst, CA 95961	Danna Farms Inc. 1001 Feather River Blvd. Plumas Lake, CA 95961
12 Steven Danna 13 1001 Feather River Blvd. 14 Olivehurst, CA 95961	Joseph Danna 1001 Feather River Blvd. Olivehurst, CA 95961

15 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
16 and processing of correspondence for mailing with the United States Postal
17 Service and that each day's mail is deposited with the United States Postal
18 Service that same day in the ordinary course of business. On the date set forth
19 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

21 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
22 personally delivered via the following overnight courier service:_____.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct, and that this declaration was executed on December 22, 2021, at Elk Grove,
California.

25 
26 Allyssa Phonglom
27
28

EXHIBIT D

CASE NAME: GUEVARRA SANCHEZ v DANA FARMS

Date: June 30, 2023

Requesting Attorney: Renald Konini

Plaintiff or Defense: Plaintiff

Firm Name: Shimoda & Rodriguez Law

Telephone: (916) 525-0716

Email: rkonini@shimodalaw.com

All-In Settlement

Class Size: 300

Opt-Out Rate: 1.5%

No. of Checks Issued: 296

Postage Total: \$490.68

Grand Total: \$12,027.98

DISCOUNTED FLAT FEE: \$10,000.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. Notice will be Translated into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	3	\$285.00
Programming: Data Base Setup	\$150.00	3	\$450.00
Spanish Translation	\$1,200.00	1	\$1,200.00
		TOTAL	\$1,935.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace if Necessary. CPT will Mail a Full-Length Notice & 1-Page Exclusion Form in English and Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	30	\$25.50
Print & Mail Notice Packets	\$1.50	300	\$450.00
First-Class Postage (up to 2 oz.)*	\$0.87	300	\$261.00
		TOTAL	\$1,061.50

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 5% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 70% of the Undeliverable Notice Packets are Remaild.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	15	\$7.50
Skip Trace for Best Address	\$1.00	13	\$13.00
Print & Remail Notice Packets	\$1.50	11	\$16.50
First-Class Postage (up to 2 oz.)	\$0.87	11	\$9.57
		TOTAL	\$106.57

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	5	\$9.00
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.66	1	\$0.66
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$326.16

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	60	\$180.00
		TOTAL	\$480.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	296	\$29.55
		TOTAL	\$464.55

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Claimants. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	296	\$738.75
First-Class Postage (up to 1 oz.)*	\$0.66	296	\$195.03
		TOTAL	\$2,923.78

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	24	\$12.00
Skip Trace for Best Address	\$1.00	24	\$24.00
Remail Undeliverable Checks	\$2.50	22	\$55.00
First-Class Postage (up to 1 oz.)	\$0.66	22	\$14.52
Re-Issue Checks as Required	\$5.00	15	\$75.00
First-Class Postage (up to 1 oz.)	\$0.66	15	\$9.90
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Unclaimed Funds Sent to Cy Pres	No Fee	1	No Fee
TOTAL			\$4,730.42

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

GRAND TOTAL	\$12,027.98
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TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation.
 - c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
 - d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
 - e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
 - f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
 - g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
 - h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
 - o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
 - p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
 - r) **"Products"** means any and all CPT Services, and work products resulting from Services.
 - s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.
 - t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. Mutual Obligations.
- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

15. **Miscellaneous Provisions.**

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this

Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT E

Plaintiff Rafael Guevara Sanchez Costs - Shimoda & Rodriguez Law, PC

Date	Description	Amount
12/1/2021	Administration/Copy Fee - Class Action - Phone, Fax, Scan, Copying, Non-Certified/Courier Postage, Lexis Legal Research Fees	\$500.00
12/21/2021	Payment to LWDA - PAGA Filing Fee	\$75.00
12/21/2021	Certified Mail - PAGA Letters to Employers	\$17.12
12/22/2021	One Legal Service Fee - E-Filing Complaint	\$15.75
12/22/2021	Payment to Court - Complaint Fee Superior Court	\$435.00
12/22/2021	Payment to Court - Complex Fees	\$1,000.00
1/4/2022	ALS Service Fee - Danna Farm inv 171018	\$86.80
1/11/2022	E-Filing Charge - One Legal Proof of Service of Summons to Court	\$17.09
1/14/2022	E-Filing Charge - Notice of Disassociation of Counsel	\$12.00
1/14/2022	E-Filing Charge - E-Serve Fee for Disassociation of Counsel to Opposing Counsel	\$1.00
1/14/2022	Payment to Court - Disassociation of Counsel	\$5.09
3/17/2022	One Legal Service Fee - E-Filing Stipulation to Amend	\$17.25
3/17/2022	Payment to Court - Stipulation to Amend	\$20.00
4/4/2022	Service Fee to Court -	\$150.00
4/4/2022	One Legal Service Fee - E-filing Jury Fees	\$17.25
5/12/2022	One Legal Service Fee - Amendment to complaint - order 18198054	\$121.47
8/8/2022	One Legal Service Fee - Stipulation \$20, #18679393	\$38.09
8/26/2022	One Legal Service Fee - Case Management Statement #18811091	\$16.57
9/22/2022	One Legal Service Fee - Notice 18967817	\$16.57
11/18/2022	One Legal Service Fee - Req proof of service 19328835	\$16.57
12/22/2022	Case Management Statement 19521262	\$16.57
1/4/2023	Court Call Appearance - 11640654	\$72.00
1/17/2023	Expenses - ILYM Group	\$289.82
6/20/2023	One Legal Service Fee - Case management statement order 20635179	\$17.04
6/25/2023	Court Call Appearance - Case Management Conference ID 11716079	\$72.00
6/29/2023	Mediation fee	\$2,250.00
9/13/2023	Case Management Statement 13010415	\$15.70
10/6/2023	Court Call Appearance	\$72.00
Anticipated	One Legal Filing Fee / Service Fee - Preliminary Approval Motion	\$72.95
Anticipated	Court Call Appearance CMC	\$72.00
Anticipated	One Legal Filing Fee / Service Fee - CMC Statement	\$16.57
Anticipated	One Legal Filing Fee / Service Fee - Final Approval Motion	\$72.95
Anticipated	Court Call Appearance Compliance	\$72.00
Anticipated	One Legal Filing Fee / Compliance Declaration	\$16.57
	Total:	\$5,706.79

EXHIBIT F

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF YUBA

RAFAEL GUEVARA SANCHEZ, individually
and on behalf of all other similarly situated
employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. CVCV21-01213

**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 Defendant in California from December 22, 2017, to [REDACTED] (the "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 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 Yuba County Superior Court ("Court") granting Plaintiff's 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 Plaintiff RAFAEL GUEVARA SANCHEZ ("Plaintiff" or "Class Representative"), and Defendant DANNA FARMS INC. ("Defendant") on behalf of 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 "Class Member." Defendant's records also indicate that you worked [REDACTED] weeks during the applicable 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 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 22, 2021, Plaintiff filed a Complaint against Defendant in the Yuba County Superior Court of California on behalf of himself and Class Members. The term "Action" means this putative class action pending in Yuba County Superior Court, Case No. CVCV21-01213. The Class Period runs from December 22, 2017, to [REDACTED] (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendant violated California law by (1) failing to pay overtime wages, (2) failing to pay minimum wages, (3) failing to provide meal periods or pay premiums in lieu thereof, (4) failing to provide rest periods or pay premiums in lieu thereof, (5) failing to provide accurate wage statements, (6) failing to timely pay all final wages, (7) failing to reimburse expenses for incurred expenses, (8) failing to maintain accurate records, (9) failing to provide paid sick leave, (10) engaging in unfair competition, and (11) Plaintiff sought to recover civil penalties for these same alleged Labor Code violations under the Private Attorney General Act ("PAGA"). Defendant has denied all of Plaintiff's 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 Parties have participated in 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 continue 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 Class Members, as defined above. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who have or continue to work for Defendant in California from December 22, 2020, to [REDACTED]. If you are a 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 Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved 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 Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a 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 Hundred Seventy-Five Thousand (\$275,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for Plaintiff’s attorneys’ fees not to exceed 35% of the Gross Settlement Amount, attorneys’ costs not to exceed \$10,000, Settlement Administrator Costs in an amount not to exceed \$15,000, Class Representative’s Enhancement Payment of Fifteen Thousand (\$15,000), and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all 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 Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$20,000 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 Aggrieved Employees.

The number of weeks you worked during the 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 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 Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

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

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved 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 Class Members will be allocated from the Net Settlement Amount and paid as ninety percent (90%) for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and ten percent (10%) for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved 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 Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as from December 22, 2020, to [REDACTED]. Defendant’s records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim 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 Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved 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 Defendants' Records and Resolution of Workweek Disputes

For each 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 Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the 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 Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released [1.30 text].

Aggrieved Employees will be deemed to have released [1.31 text].

The individuals released ("Released Parties") include Defendant, as well as Defendant's officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved 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 OPTIONS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating 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 Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

If you do not wish to be bound by the Settlement as a Class Member, 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 want to be excluded from this Settlement; (c) identify the case name and number (i.e. *Guevara Sanchez v. Danna Farms Inc.*, CVCV21-01213); (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 Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a 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. *Guevara Sanchez v. Danna Farms Inc.*, CVCV21-01213) (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. The Settlement Administrator will share this objection with counsel for Plaintiff and Defendant and the Court.

You may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the 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 Plaintiff and Defendant at the addresses identified in Section VI of this notice.

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 Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, 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 Class Member by Defendant in California during the 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 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 Representative's 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:

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
On behalf of Plaintiff

Ronald H. Barsamian
Patrick S. Moody
Catherine M. Houlihan
BARSAMIAN & MOODY
A Professional Corporation
Attorneys at Law
1141 W. Shaw Avenue, #104
Fresno, CA 93711
Telephone: (559) 248-2360
Facsimile: (559) 248-2370
On behalf of Defendant

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

EXHIBIT G