

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, MIRNA CAMACHO-GAXIOLA,
on behalf of himself and all others similarly situated
and aggrieved

Steven J. Joffe, Esq., SBN 108419

Roxanne Laura Crocket, Esq., SBN 228198

WILSON, ELSE, MOSKOWITZ,

EDELMAN & DICKER LLP

555 South Flower Street, Suite 2900

Los Angeles, California 90071

Telephone: (213) 443-5100

Fax No.: (213) 443-5101

Attorneys for Defendant, ALTAMIRA LABOR SERVICE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

MIRNA CAMACHO-GAXIOLA, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

SUPREME ALMONDS OF CALIFORNIA,
INC., a California corporation; ALTAMIRA
LABOR SERVICE, INC.; RANDALL
DEAN BLOEMHOF, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: BCV-22-100558

[Assigned for all purposes to the Hon.
Thomas S. Clark in Dept. 17]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: March 8, 2022

TRIAL DATE: None set

1 Vanessa Franco Chavez, SBN 266724
2 **KLEIN, DeNATALE, GOLDNER,**
3 **COOPER, ROSENLIB & KIMBALL, LLP**
4 10000 Stockdale Highway, Suite 200
5 Bakersfield, CA 93311
6 Telephone: 661-395-1000
7 Facsimile: 661-326-0418
8 Email: vchavez@kleinlaw.com
9 Attorneys for Defendants, SUPREME ALMONDS
10 OF CALIFORNIA, INC. and RANDALL DEAN BLOEMHOF
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

This Joint Stipulation re: Class Action and Representative Action Settlement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff MIRNA CAMACHO-GAXIOLA (“Plaintiff”), on behalf of herself and all others similarly situated and aggrieved, on one hand; and defendants ALTAMIRA LABOR SERVICE, INC. (“Altamira”), SUPREME ALMONDS OF CALIFORNIA, INC. (“Supreme Almonds”); and RANDALL DEAN BLOEMHOF (collectively “Defendants”), on the other hand, in the lawsuit entitled *Camacho-Gaxiola v. Supreme Almonds of California, Inc., et al.*, filed in Kern County Superior Court, Case Nos. BCV-22-100558 and BCV-22-101189 (the “Action.”) Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. “**Action**” means the action entitled *Camacho-Gaxiola v. Supreme Almonds of California, Inc., et al.*, filed in Kern County Superior Court, Case No. BCV-22-100558.

B. “**Aggrieved Employees**” means Class Members working for Supreme Almonds, either directly, or those who were placed to work for Supreme Almonds by Altamira, as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

C. “**Class Counsel**” means David D. Bibiyan, Jeffrey D. Klein, Joshua Shirian and Vedang J. Patel of Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

D. “**Class Period**” means the period from March 8, 2018 through the Preliminary Approval Date.

E. “**Class Notice**” means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.

F. “**Court**” means the Superior Court of the State of California for the County of Kern.

G. “**Final Approval Date**” means the later of: (1) the date the Court signs an Order

1 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
2 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
3 appeals have been filed, the date on which they have been resolved or exhausted. In the event of
4 a timely appeal of the Final Approval and judgment, the judgment shall be stayed, and
5 Defendants shall not be obligated to fund the Gross Settlement Amount or take any other actions
6 required by this Stipulation until all appeal rights have been exhausted by operation of law.

7 **H. “Defendants”** means Altamira Labor Service, Inc. (“Altamira”), Supreme
8 Almonds of California, Inc. (“Supreme Almonds”), and Randall Dean Bloemhof

9 **I. “Employer Taxes”** means employer-funded taxes and contributions imposed on
10 the wage portions of the Individual Settlement Payments under the Federal Insurance
11 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
12 and contributions required of employers, such as for unemployment insurance.

13 **J. “Employee’s Taxes and Required Withholding”** shall mean the employee’s
14 share of any and all applicable federal, state or local payroll taxes, including those collected under
15 authority of the Federal Insurance Contributions Act (“FICA”), FUTA and/or SUTA on the
16 portion of any Class Participant’s Individual Settlement Amount that constitutes wages. The
17 employee’s Taxes and Requirement Withholdings will be withheld from the Individual
18 Settlement Payments paid out from the Net Settlement Amount and allocated as wages.

19 **K. “General Release”** means the broader release of claims by Plaintiff, which is in
20 addition to Plaintiff’s limited release of claims as a Participating Class Member.

21 **L. “Gross Settlement Amount”** means a non-reversionary fund in the sum of One
22 Million Four Hundred and Sixty Thousand Dollars and Zero Cents (\$1,460,000.00),¹ which shall
23 be paid by Defendants, from which all payments for the Individual Settlement Payments to
24 Participating Class Members, Employee’s Taxes and Required Withholding, the Court-approved
25 amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel,
26 Settlement Administration Costs, the Service Award, the PAGA Payment and the LWDA
27

28

¹ As the same may be increased in accordance with Paragraph 17 below.

1 Payment shall be paid. It expressly excludes Employer Taxes, which shall be paid by Defendants
2 separate, apart and in addition to the Gross Settlement Amount.

3 **M. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
4 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
5 Settlement Share if he or she is also a Participating Class Member.

6 **N. “Individual Settlement Payment”** means a payment to a Participating Class
7 Member of his or her net share of the Net Settlement Amount, net of any Employee’s Taxes and
8 Required Withholdings.

9 **O. “Individual Settlement Share”** means the gross amount of the Net Settlement
10 Amount that a Participating Class Member is projected to receive based on the number of
11 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
12 shall be reflected in his or her Class Notice.

13 **P. “LWDA Payment”** means the payment to the State of California Labor and
14 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
15 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
16 Settlement Amount. The Parties have agreed that Forty Thousand Dollars and Zero Cents
17 (\$40,000.00) shall be allocated toward PAGA penalties, of which Thirty Thousand Dollars and
18 Zero Cents (\$30,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Ten Thousand
19 Dollars and Zero Cents (\$10,000.00) will be paid to Aggrieved Employees on a *pro rata* basis
20 based on the Workweeks worked for Defendants as a non-exempt, hourly-paid employee in
21 California in the PAGA Period (*i.e.* the PAGA Payment).

22 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
23 that is available for distribution to the Participating Class Members after deductions for the Court-
24 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
25 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
26 Payment and the PAGA Payment.

27 **R. “Operative Complaint” or “Complaint”** means the First Amended Complaint
28 filed in Kern County Superior Court, Case No. BCV-22-100558.

1 **S. “PAGA Payment”** is the 25% portion of the Forty Thousand Dollars and Zero
2 Cents (\$40,000.00) that is allocated toward PAGA penalties (Ten Thousand Dollars and Zero
3 Cents (\$10,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on the
4 Workweeks worked as non-exempt, hourly-paid employees in California in the PAGA Period,
5 which would be in addition to their Individual Settlement Payment if they are Participating Class
6 Members, as well.

7 **S. “PAGA Period”** means the period from March 7, 2021 through the end of the
8 Class Period.

9 **T. “Participating Class Members”** means all Settlement Class Members who do
10 not submit a timely and valid Request for Exclusion.

11 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
12 Settlement Amount that a Participating Class Member is eligible to receive based on the number
13 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
14 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
15 may be entitled if he or she is also an Aggrieved Employee.

16 **V. “Plaintiff,” “Named Plaintiff” or “Class Representative”** shall refer to Plaintiff
17 Mirna Camacho-Gaxiola.

18 **W. “Preliminary Approval Date”** means the date on which the Court enters an Order
19 granting preliminary approval of the Settlement.

20 **X. “Released Parties”** shall mean each Defendant and each of their respective past,
21 present and future subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-
22 sponsored employee benefit plans of any nature, successors and predecessors in interest, partners,
23 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, joint
24 ventures, officers, directors, shareholders, exempt employees, agents, principals, heirs,
25 representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,
26 trustees, agents, and any individual or entity which could be liable for any of the Released Claims.

27 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
28 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,

1 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
2 and Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In
3 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing
4 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
5 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
6 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
7 Workweek Dispute was submitted by the Response Deadline.

8 **Z. "Request for Exclusion"** means a written request to be excluded from the
9 Settlement Class pursuant to Paragraph 9(C) below.

10 **AA. "Service Award"** means monetary amounts to be paid to Plaintiff of up to Seven
11 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to Court approval,
12 will be paid out of the Gross Settlement Amount.

13 **BB. "Settlement Administration Costs"** means all costs incurred by the Settlement
14 Administrator in administration of the Settlement, including, but not limited to, translating the
15 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
16 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
17 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
18 withholdings, providing declarations, generating Individual Settlement Payment checks and
19 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
20 payment to Class Counsel for the Court-approved amounts for attorneys' fees and reimbursement
21 of litigation costs and expenses, to Plaintiff for her Service Award and to the LWDA for the
22 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
23 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
24 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
25 \$11,500.00. If the actual amount of the Settlement Administration Costs is less than \$11,500.00,
26 the difference between \$11,500.00 and the actual Settlement Administration Costs shall be a part
27 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$11,500.00, then
28

1 such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
2 responsible for paying any additional funds in order to pay these additional costs.

3 **CC. “Settlement Administrator”** means the Third-Party Administrator mutually
4 agreed upon by the Parties that will be responsible for the administration of the Settlement
5 including, without limitation, translating the Class Notice in Spanish, distribution of the
6 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
7 and related matters under this Agreement.

8 **DD. “Settlement Class,” “Settlement Class Members” or “Class Members”** means
9 all current and former non-exempt, hourly-paid employees who worked in California for
10 Supreme Almonds, either directly or those who were placed to work at Supreme Almonds by
11 Altamira, at any time during the Class Period.

12 **EE. “Stipulation”** shall mean this Joint Stipulation of Settlement and Release of Class
13 Action, including any attached exhibits.

14 **FF. “Workweeks”** means the number of weeks that a Settlement Class Member was
15 employed by the Defendants in a non-exempt, hourly position during the Class Period or PAGA
16 Period in California, based on dates of employment, as that data is maintained by Defendants in
17 the ordinary course of business.

18 **2. BACKGROUND**

19 **A.** On March 8, 2022, Plaintiff filed a putative wage-and-hour class action in the
20 Kern County Superior Court, Case No. BCV-22-100558, alleging that, during the Class Period,
21 Defendants, as it pertains to Class Members: (1) failed to pay overtime wages; (2) failed to pay
22 minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to
23 provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon
24 termination; (6) failed to provide accurate wage statements; (7) failed to timely pay wages during
25 employment; and (8) engaged in unfair competition (the “Class Action”).

26 **B.** On March 7, 2022, Plaintiff filed with the LWDA and served on Defendants a
27 notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the
28

1 LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code
2 violations (“PAGA Notice”).

3 **C.** On May 13, 2022, after sixty-five (65) days had passed since Plaintiff filed and
4 served the PAGA Notice, without any action by the LWDA with respect to the alleged Labor
5 Code violations, Plaintiff filed a representative action seeking PAGA civil penalties against
6 Defendants for Labor Code violations alleged in the PAGA Notice in the Kern County Superior
7 Court of California, Case No. BCV-22-101189 (the “PAGA Action”)

8 **D.** On July 19, 2022, Plaintiff filed a First Amended Complaint in the Class Action,
9 seeking PAGA civil penalties against Defendants for Labor Code violations alleged in the PAGA
10 Notice.

11 **E.** On August 28, 2022, the PAGA Action was dismissed without prejudice, thereby
12 effectively consolidating the PAGA Action into the Class Action (hereinafter, the “Action”).

13 **F.** Prior to mediation, Defendants informally produce the following: (1) 50% of time
14 and payroll records of the approximate 50 direct employees of Supreme Almonds during the
15 Class Period through mediation; (2) 100% of time and payroll records of the approximate 680
16 temporary employees placed by Altamira to work for Supreme Almonds from March 2021
17 through mediation; (3) a list of hire dates, termination dates and rates of pay for all Class
18 Members; (4) all wage and hour policy documents; and (5) all documents pertaining to Plaintiff
19 available to Defendants.

20 **G.** On May 23, 2023, the Parties participated in a full-day mediation before Eve
21 Wagner, Esquire, a well-regarded mediator experienced in mediating complex labor and
22 employment matters. With the aid of the mediator’s evaluation, and through arms’ length
23 negotiations, the Parties reached the Settlement to resolve the Action.

24 **H.** Class Counsel has conducted significant investigation of the law and facts relating
25 to the claims asserted in the Action and in the PAGA Notice, and have concluded that the
26 Settlement set forth herein is fair, reasonable, adequate and in the best interests of the Settlement
27 Class, taking into account the sharply contested issues involved, the expense and time necessary
28 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the

1 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
2 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
3 to be received by Settlement Class Members.

4 **I.** Defendants have concluded that, because of the substantial expense of defending
5 against the Action, the length of time necessary to resolve the issues presented herein, the
6 inconvenience involved and the concomitant disruption to their business operations, it is in their
7 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and
8 claims asserted against them in the Action and in the PAGA Notice. However, Defendants
9 nevertheless desire to settle the Action for the purpose of avoiding the burden, expense, and
10 uncertainty of continuing litigation, and for the purpose of putting to rest the controversies
11 engendered by the Action.

12 **J.** This Agreement is intended to, and does, effectuate the full, final and complete
13 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
14 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
15 and Aggrieved Employees.

16 **3. JURISDICTION**

17 The Court has jurisdiction over the Parties and the subject matter of the Action. The
18 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
19 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
20 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
21 pursuant to California Rules of Court, rule 3.769, subdivision (h).

22 **4. STIPULATION OF CLASS CERTIFICATION**

23 The Parties stipulate to the certification of the Settlement Class under this Agreement for
24 purposes of settlement only. For the purposes of this Stipulation and the Class Settlement of this
25 Action only, the Parties stipulate to conditional class certification of the Settlement Class. The
26 certification of the Settlement Class for settlement purposes only shall not constitute, in this or
27 any other proceeding, an admission of any kind by Defendants, including without limitation, that
28 certification of a class for trial purposes is or would be warranted, appropriate or proper; or that

1 Plaintiff could establish any of the requisite elements for class treatment of any of the claims in
2 the Action. In the event that this Settlement is not finally approved by the Court, a Final Approval
3 Date is not achieved, or the settlement is rejected, terminated or otherwise rendered null and void
4 as set forth herein, then certification of the Settlement Class shall be automatically vacated, shall
5 be void ab initio, of no force or effect, and shall not constitute evidence or a binding determination
6 that the requirements for certification of a class for trial purposes in this Action or in any other
7 action which have been, are or can be, satisfied. Further, if this Settlement does not reach a Final
8 Approval Date, Plaintiff agrees that they will not argue, claim, reference or otherwise raise any
9 preliminary approval of the Settlement Class in connection with any later proceeding before the
10 Court.

11 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

12 After full execution of this Agreement, Plaintiff will move for an order granting
13 preliminary approval of the Settlement, approving and directing the mailing of the proposed
14 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally
15 certifying the Settlement Class for settlement purposes only, and approving the deadlines
16 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and
17 Objections. If and when the Court preliminarily approves the Settlement, and after administration
18 of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order,
19 Plaintiffs will move for an order finally approving the Settlement and seek entry of a Judgment
20 in line with this Settlement. The Parties may both respond to any Objections lodged to final
21 approval of the Settlement up to five (5) court days before the Final Approval Hearing.

22 **6. STATEMENT OF NO ADMISSION**

23 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiff
24 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
25 PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any claims
26 or allegations asserted in the Action or in the PAGA Notice. Except as set forth elsewhere herein,
27 in the event that this Agreement is not approved by the Court or any appellate court, is terminated,
28 or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or

1 affected in any way any claims, rights or remedies, or defenses in the Action or in the PAGA
2 Notice, and Defendants will not be deemed to have waived, limited or affected in any way any
3 of their objections or defenses in the Action and in the PAGA Notice. The Parties shall be restored
4 to their respective positions in the Action prior to the entry of this Settlement.

5 **7. RELEASE OF CLAIMS**

6 **A. Release by All Participating Class Members.**

7 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
8 of Judgment and payment by Defendants to the Settlement Administrator of the full Gross
9 Settlement Amount and Employers Taxes necessary to effectuate the Settlement, all Participating
10 Class Members, Plaintiff, and all persons purporting to act on their behalf or purporting to assert
11 a claim under or through them, including but not limited to, their dependents, heirs and assigns,
12 beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators,
13 guardians, personal representatives, and successors-in-interest, whether individual, class,
14 representative, legal, equitable, direct or indirect, or any other type or in any other capacity
15 (“Releasing Parties”) each releases the Released Parties, and each of them, of and from any and
16 all claims against the Released parties asserted in the Operative Complaint filed in the Action, or
17 any and all claims that could have been asserted based on the factual allegations in the Operative
18 Complaint (“Class Released Claims”), including: (1) all claims for failure to pay overtime wages;
19 (2) all claims for failure to pay minimum wages; (3) all claims for failure to pay for all hours
20 worked (including off-the-clock work and in connection with rounding); (4) all claims for failure
21 to provide meal periods or compensation in lieu thereof; (5) all claims for failure to provide rest
22 periods or compensation in lieu thereof; (6) all claims for failure to pay all wages due upon
23 termination; (7) all claims for failure to provide accurate wage statements; (8) all claims for
24 failure to timely pay wages during employment; and (9) all claims asserted through California
25 Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations
26 referenced in the Operative Complaint. The Class Released Claims shall also include any and all
27 claims that were raised, or that reasonably could have been raised based on the facts and
28 allegations in the Operative Complaint, including all claims and theories arising under the

1 applicable statutes and regulations raised therein, including but not limited to Labor Code
2 sections 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213, 218.6, 221, 223, 226, 226.3, 226.7,
3 227.3, 232, 232.5, 246 *et seq.*, 432, 432.5, 432.6, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5,
4 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 1527, 2698, 2699, 2699.3, 2802,
5 2810.3, 2810.5, 3366, 3457, 6401, 6402, 5409.6, and 8397.4.

6 It is the desire of the Parties and the Participating Class Members to fully, finally, and
7 forever settle, compromise, and discharge the Class Released Claims.

8 Each of the Releasing Parties, including each Participating Class Member will be bound
9 to the release of Class Released Claims as a result of this Class Settlement and to the terms of the
10 final judgment and the satisfaction of such judgment.

11 Participating Class Members will be deemed to have acknowledged and agreed that their
12 claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement
13 Payments constitute payment of all sums allegedly due to them. Participating Class Members
14 will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is
15 not applicable to the Individual Settlement Payment. That section provides in pertinent part as
16 follows:

17 **“An employer shall not require the execution of a release of a**
18 **claim or right on account of wages due, or to become due, or**
19 **made as an advance on wages to be earned, unless payment of**
20 **those wages has been made.”**

21 **B. Release by All Aggrieved Employees**

22 For Aggrieved Employees and, to the extent permitted by law, the State of California, the
23 release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice
24 and in the Operative Complaint, or that could have been based on the factual allegations asserted
25 in the PAGA Notice or the Operative Complaint for PAGA civil penalties, including pursuant to
26 Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, violations of Labor Code sections
27 200, 201, 201.3, 202, 203, 204, 212, 213, 221, 223, 226, 226.7, 227.3, 232, 232.5, 246 *et seq.*,
28 432, 432.5, 432.6, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1182.12, 1194, 1194.2,

1 1197.1, 1198.5, 1527, 3366, 3457, 2802, 2810.3, 2810.5, 6401, 6402, 6409.6, 8397.4 (the
2 “PAGA Released Claims”). The Class Released Claims and PAGA Released Claims shall be
3 referred to herein as the “Released Claims.” Defendants cannot be held liable henceforth for any
4 penalties pursuant to PAGA related to the PAGA Released Claims by Aggrieved Employees. In
5 addition, the Parties, including the Participating Class Members, further stipulate and agree that
6 even if any Participating Class Member is determined to be an “Aggrieved Employee” for
7 purposes of PAGA as it relates to the PAGA Released Claims, said Participating Class Members
8 waive all potential right to any individual relief for penalties prescribed by PAGA relating to the
9 PAGA Released Claims.

10 **C. Claims Not Released**

11 The releases above expressly exclude all other claims, including claims for vested
12 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
13 compensation, and any other claims outside of the Class Released Claims of Participating Class
14 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
15 Employees (and, to the extent permitted by law, the State of California) arising outside of the
16 PAGA Period.

17 **D. General Release**

18 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
19 of Judgment and payment by Defendants to the Settlement Administrator selected of the full
20 Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in
21 addition to the Released Claims, Plaintiff makes the additional following General Release:
22 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
23 action of every nature and description whatsoever, known or unknown, asserted or that might
24 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
25 law or regulation arising out of, relating to, or in connection with any act or omission of the
26 Released Parties through the date of full execution of this Agreement in connection with
27 Plaintiff’s employment with Defendants or termination thereof, except for any and all other
28 claims that may not be released as a matter of law through this Agreement. To the extent of the

1 General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order
2 granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the
3 Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes
4 necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the
5 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
6 California Civil Code, or any other similar provision under federal or state law. Plaintiff
7 specifically acknowledges that she is aware of and familiar with the provisions of California Civil
8 Code section 1542, which provides:

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

14 Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights
15 and benefits she may have under Section 1542 as well as any other statutes or common law
16 principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from
17 those which she now knows or believes to be true with respect to the subject matter of the claims
18 referenced in the Operative Complaint, but Plaintiff stipulates and agrees that, upon entry of an
19 Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendants
20 of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the
21 Settlement, Plaintiff shall and hereby does fully, finally and forever settle and release any and all
22 claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or
23 non-contingent, that were asserted or could have been asserted upon any theory of law or equity
24 without regard to the subsequent discovery of existence of such different or additional facts.

25 **8. SETTLEMENT ADMINISTRATOR**

26 **A.** Plaintiff and Defendants, through their respective counsel, have selected Apex
27 Class Action Administration ("Apex") to administer the Settlement, which includes, but is not
28 limited to, translating the Class Notice to Spanish, distributing and responding to inquiries about
29 the Class Notice, and calculating all amounts to be paid from the Gross Settlement Amount.

Charges and expenses of the Settlement Administrator, currently estimated to be \$11,500.00, will be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than \$11,500.00, the difference between \$11,500.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$11,500.00, then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION
PROCESS

A. Notice to the Settlement Class Members

(1) Within fourteen (14) calendar days after the Preliminary Approval Date, Defendants' Counsel shall provide the Settlement Administrator with information in Defendants' possession, custody, or control with respect to each Settlement Class Member, including his or her: (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the number of Workweeks and dates of employment for each Settlement Class Member during the Class Period and PAGA Period ("Class List"). The Class List shall be marked "Confidential –Settlement Administrator's Eyes Only." Class Counsel shall not receive a copy of the Class List or any contents thereof.

(2) The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly-found addresses, if any. Within seven (7) calendar days or soon thereafter of receiving the Class List from Defendants, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain the Class List and digital copies of all of the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member for at least four (4) years from the Final Approval Date.

(3) The Class Notice will set forth:

- 1 (a) the Settlement Class Member's estimated Individual Settlement
- 2 Payment and Individual PAGA Payment, and the basis for each;
- 3 (b) the information required by California Rule of Court, rule 3.766,
- 4 subdivision (d);
- 5 (c) the material terms of the Settlement;
- 6 (d) the proposed Settlement Administration Costs;
- 7 (e) the definition of the Settlement Class;
- 8 (f) a statement that the Court has preliminarily approved the
- 9 Settlement;
- 10 (g) how the Settlement Class Member can obtain additional
- 11 information, including contact information for Class Counsel;
- 12
- 13 (h) information regarding opt-out and objection procedures;
- 14 (i) the date and location of the Final Approval Hearing; and
- 15 (j) that the Settlement Class Member must notify the Settlement
- 16 Administrator no later than the Response Deadline if the
- 17 Settlement Class Member disputes the accuracy of the number of
- 18 Workweeks worked as set forth on his or her Class Notice
- 19 ("Workweek Dispute"). If a Settlement Class Member fails to
- 20 timely dispute the number of Workweeks attributed to him or her
- 21 in conformity with the instructions in the Class Notice, then he or
- 22 she shall be deemed to have waived any objection to its accuracy
- 23 and any claim to any additional settlement payment based on
- 24 different data.

25 (4) If a Class Notice from the initial notice mailing is returned as
26 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
27 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
28 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class

1 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
2 is successful in obtaining a new address, they will re-mail the Class Notice to the Settlement
3 Class Member within three (3) calendar days. Further, any Class Notices that are returned to the
4 Settlement Administrator with a forwarding address before the Response Deadline shall be
5 promptly re-mailed to the forwarding address affixed thereto.

6 (5) No later than seven (7) calendar days from the Response Deadline, the
7 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
8 completion of the notice process, including the number of attempts to obtain valid mailing
9 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
10 and copies of all Requests for Exclusion and Objections received by the Settlement
11 Administrator.

12 **B. Objections**

13 Only Participating Class Members may object to the Settlement. In order for any
14 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
15 do so by mailing a written objection to the Settlement Administrator at the address or phone
16 number provided on the Class Notice no later than the Response Deadline. The Settlement
17 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants'
18 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
19 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection
20 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four
21 digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of
22 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
23 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
24 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
25 will remain a member of the Settlement Class and if the Court approves this Agreement, the
26 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
27 the same extent as a Settlement Class Member who does not object. The date of mailing of the
28 Class Notice to the objecting Settlement Class Member shall be conclusively determined

1 according to the records of the Settlement Administrator. Settlement Class Members need not
2 object in writing to be heard at the Final Approval Hearing; they may object or comment in
3 person at the hearing at their own expense. Class Counsel and Defendants' Counsel may respond
4 to any objection lodged with the Court up to five (5) court days before the Final Approval
5 Hearing.

6 **C. Requesting Exclusion**

7 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
8 Settlement by mailing a written request to be excluded from the Settlement ("Request for
9 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
10 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last
11 four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature;
12 and (4) the following statement: "Please exclude me from the Settlement Class in the *Camacho-*
13 *Gaxiola v. Supreme Almonds of California, Inc., et al.* matter" or any statement of similar
14 meaning standing for the proposition that the Class Member does not wish to participate in the
15 Settlement. The Settlement Administrator shall immediately provide copies of all Requests for
16 Exclusion to Defendants' Counsel and shall report the number of Requests for Exclusion that it
17 receives, to the Court, in its declaration to be provided in advance of the Final Approval Hearing.
18 Any Settlement Class Member who requests exclusion using this procedure will not be entitled
19 to receive any payment from the Settlement and will not be bound by the Settlement Agreement
20 or have any right to object to, appeal, or comment on the Settlement. Any Settlement Class
21 Member who does not opt out of the Settlement by submitting a timely and valid Request for
22 Exclusion will be bound by all terms of the Settlement, including those pertaining to the Released
23 Claims, as well as any Judgment that may be entered by the Court if Final Approval of the
24 Settlement is granted. A Settlement Class Member cannot submit both a Request for Exclusion
25 and an objection. If a Settlement Class Member submits an Objection and a Request for
26 Exclusion, the Request for Exclusion will control and the Objection will be overruled. Settlement
27 Class Members who worked during the PAGA Period as Aggrieved Employees that submit a
28

valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

D. Disputes Regarding Settlement Class Members' Workweek Data.

Settlement Class Member Workweeks and corresponding Individual Settlement Payments shall be calculated using the employment and payroll records of Defendants, which presumptively shall be deemed to be full, complete and accurate for purposes of this Settlement. To overcome that presumption, any Settlement Class member objecting to the accuracy of the number of Workweeks or the amount of the Individual Settlement Payment must submit documentary evidence, such as pay stubs or other written employment records, to the Settlement Administrator. Each Settlement Class Member may dispute the number of Workweeks and corresponding Individual Settlement Payment attributed to him or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to counsel for Defendants to review and redact any identifying employee information prior to disclosing to Class Counsel, and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendants and Class Counsel. In resolving Class Member disputes, the Settlement Administrator shall not disclose any identifying information or records containing such information to Class Counsel. If the dispute cannot be resolved, it shall be submitted to the Settlement Administrator for its final decision, subject to Court approval. Should the Court request additional information regarding a Class Member's dispute, the Parties shall cooperate to provide the Court with the requested information. The Settlement Administrator shall use its best efforts to resolve all such disputes prior to the Final Approval Date and the Settlement Administrator's determination shall be presumed to be correct. If a dispute arises or is not resolved until after all of the Settlement Amount has been distributed, the initial calculation shall stand (as Defendants shall be under no obligation to pay any amounts in excess of the Gross Settlement Amount under this Agreement).

///

1 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
2 **PAGA PAYMENTS**

3 Individual Settlement Payments will be calculated and distributed to Participating Class
4 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
5 Members' respective number of Workweeks worked during the Class Period. Individual PAGA
6 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
7 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
8 number of Workweeks worked during the PAGA Period. Specific calculations of the Individual
9 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
10 follows:

11 **A.** The Settlement Administrator will determine the total number of Workweeks
12 worked by each Settlement Class Member during the Class Period ("Class Member's
13 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
14 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
15 Administrator will determine the total number of Workweeks worked by each Aggrieved
16 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
17 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
18 ("PAGA Workweeks").

19 **B.** To determine each Settlement Class Member's Individual Settlement Share, the
20 Settlement Administrator will use the following formula: Individual Settlement Share =
21 (Settlement Class Member's Workweeks worked ÷ Class Workweeks) × Net Settlement
22 Amount.

23 **C.** To determine each Participating Class Member's Participating Individual
24 Settlement Share, the Settlement Administrator will determine the aggregate number of
25 Workweeks worked by all Participating Class Members during the Class Period ("Participating
26 Class Workweeks") and use the following formula: Individual Settlement Share =
27 (Participating Class Member's Workweeks worked ÷ Participating Class Workweeks) × Net
28 Settlement Amount.

1 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
2 to Participating Class Members by way of check and is referred to as “Individual Settlement
3 Payment(s).”

4 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
5 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
6 PAGA Payment = (Aggrieved Employee’s Workweeks worked ÷ PAGA Workweeks) x
7 \$10,000.00 (the PAGA Payment).

8 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
9 to Participating Class Members and/or Aggrieved Employees by way of check. When a
10 Participating Class Member is also an Aggrieved Employee, one check may be issued that
11 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

12 **11. DISTRIBUTION OF PAYMENTS**

13 **A. Distribution of Individual Settlement Payments**

14 Participating Class Members will receive an Individual Settlement Payment and
15 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
16 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
17 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
18 calendar days after expiration of the 180-day period, checks for such payments shall be
19 canceled and the Administrator shall transmit the funds represented by such checks to the
20 California Controller’s Unclaimed Property Fund in the name of the Class Member, thereby
21 leaving no unpaid residue subject to the requirements of California Code of Civil Procedure
22 Section 384. Within five (5) calendar days after transferring said funds to the California
23 Controller’s Unclaimed Property Fund, the Settlement Administrator shall prepare a
24 declaration attesting to the final distribution of funds from the Gross Settlement Amount, to be
25 presented to the Court by Class Counsel.

26 **B. Funding of Settlement**

27 Defendants shall pay the Gross Settlement Amount in two separate payments, as follows:
28 (1) no later than sixty-one (61) days of the Final Approval Date, make a payment of one-half

(1/2) the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this Agreement); and (2) no later than nine (9) months after the first payment, make a final payment of the second half (1/2) of the Gross Settlement Amount, including Employer Taxes to the Settlement Administrator pursuant to Internal Revenue code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court’s Orders and subject to the conditions described herein. Defendants Supreme Almonds and Altamira shall each be responsible for paying half of the Gross Settlement Amount and corresponding Employer Taxes. In no event shall Defendants be obligated to pay or deposit with the Settlement Administrator more than the Gross Settlement Amount, plus Employer Taxes, except pursuant to Paragraph 17.

C. Time for Distribution

Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as specified in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual PAGA Payments to Aggrieved Employees, as specified in this Agreement and approved by the Court; and (6) Individual Settlement Payments to Participating Class Members, less Employee’s Taxes and Required Withholding, as specified in this Agreement and approved by the Court. All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked by them in the Class Period. Each Participating Class Member, including Plaintiff, shall be responsible for the payment of the Employee’s Taxes and Required Withholding with respect to his or her Individual Settlement Payment and shall hold the Released Parties harmless from any and all liability with regard thereto.

///

1 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

2 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
3 fees of up to thirty five percent (35%) of the Gross Settlement Amount, which, unless escalated
4 pursuant to Paragraph 17 of this Agreement, amounts to Five Hundred and Eleven Thousand
5 Dollars and Zero Cents (\$511,000.00). Class Counsel shall further apply for, and Defendants
6 shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs
7 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
8 in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of
9 attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future
10 attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the
11 settlement in Action. The "future" aspect of the amounts stated herein includes, without
12 limitation, all time and expenses expended by Class Counsel (including any appeals therein).
13 There will be no additional charge of any kind to either the Settlement Class Members or request
14 for additional consideration from Defendants for such work unless, one or more Defendants
15 materially breaches this Agreement, including any term regarding funding, and further efforts
16 are necessary from Class Counsel to remedy said breach, including, without limitation, moving
17 the Court to enforce the Agreement. The non-breaching Defendants shall not be responsible for
18 any of Class Counsel's future attorneys' fees incurred in connection with a material breach of
19 this Agreement by another Defendant. Should the Court approve attorneys' fees and/or litigation
20 costs and expenses in amounts that are less than the amounts provided for herein, then the
21 unapproved portion(s) shall be a part of the Net Settlement Amount.

22 **13. SERVICE AWARD TO PLAINTIFF**

23 Named Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an
24 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to
25 Plaintiff, for participation in and assistance with the Action. Any Service Award and additional
26 consideration awarded and/or paid to Plaintiff shall be paid from the Gross Settlement Amount
27 and shall be reported on an IRS Form 1099. Plaintiff shall be responsible for the payment of any
28 and all taxes with respect to the Service Award and shall hold Defendants harmless from any and

all liability with regard thereto. If the Court approves the Service Award in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the Employee's Taxes and Required Withholdings with respect to the wage portion of the Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

b. Prior to final distribution, the Settlement Administrator shall calculate the total Employee's Taxes and Required Withholding due as a result of the wage portion of Participating Class Members' anticipated Individual Settlement Payments and such actual amount will be deducted from the Net Settlement Amount. Additionally, at least five (5) business days prior to Defendants' deadline for funding of the second half of the Gross Settlement Amount, the Settlement Administrator shall calculate the total Employer's Taxes due on the wage portion of the Participating Class Members' Individual Settlement Payments and issue Defendants instructions and the amount of the Employer's Taxes. The Parties understand that Plaintiff and the Participating Class Members who receive any payment pursuant to this Stipulation shall be solely responsible for any and all other individual tax obligations associated with this Settlement.

c. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

1 d. All Employer Taxes shall be paid by Defendants separate, apart, and in addition
2 to the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of
3 payroll taxes as described above.

4 e. Neither Counsel for Plaintiff nor Defendants intend anything contained in this
5 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
6 be relied upon as such within the meaning of United States Treasury Department Circular 230
7 (31 C.F.R. Part 10, as amended) or otherwise.

8 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

9 The Parties agree to allocate Forty Thousand Dollars and Zero Cents (\$40,000.00) of the
10 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
11 (75%) of the amount allocated toward PAGA (\$30,000.00) will be paid to the LWDA and twenty-
12 five percent (25%) (\$10,000.00) will be distributed to Aggrieved Employees on a *pro rata* basis
13 based upon their respective Workweeks worked as Aggrieved Employees during the PAGA
14 Period.

15 **16. NO EFFECT ON EMPLOYEE BENEFIT PLANS**

16 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify
17 any previously credited hours, days, or weeks of service under any employee benefit plan, policy
18 or bonus program sponsored by Defendants. Such amounts will not form the basis for additional
19 contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored
20 benefit plans, policies or bonus programs. The payments made under the terms of this Stipulation
21 shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings,
22 wages, or any other form of compensation for the purposes of any of Defendants' benefit plan,
23 policy or bonus program. Defendants retain the right to modify the language of their benefits
24 plans, policies and bonus programs to effect this intent and to make clear that any amounts paid
25 pursuant to this Stipulation are not for "weeks worked," "weeks paid," "weeks of service," or
26 any similar measuring term as defined by applicable plans, policies and bonus programs for
27 purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional
28 contributions or benefits are not required by this Stipulation. Defendants do not consider the

1 Class Settlement payments “compensation” for purposes of determining eligibility for, or benefit
2 accrual within, any benefit plans, policies, or bonus programs, or any other plan sponsored by
3 Defendants.

4 **17. COURT APPROVAL**

5 This Agreement is contingent upon an order by the Court granting Final Approval of the
6 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
7 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
8 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
9 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
10 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
11 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
12 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
13 the Settlement Agreement being voided or not approved, and which control in such an event. If
14 this Settlement Agreement is voided, not approved by the Court, despite the Parties’ best efforts
15 to resolve any Court concerns, or approval is reversed on appeal, the Parties agree this Agreement
16 will not be admitted in the action as an admission, as evidence, or used for any other purpose in
17 the Action.

18 **18. INCREASE IN WORKWEEKS**

19 Defendants represent that there are no more than 45,600 Workweeks during the Class
20 Period. In the event the number of Workweeks increases by more than 10% or 4,560 Workweeks
21 during the Class Period, then the Gross Settlement Amount shall be increased proportionally by
22 the Workweeks in the Class Period in excess of 50,160 Workweeks multiplied by the Workweek
23 Value, or the Class Period shall end on an earlier date as set forth below. The Workweek Value
24 shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
25 (\$1,460,000.00) by 45,600 Workweeks. The Parties agree that the Workweek Value amounts to
26 and the settlement amounts to \$32.02 per Workweek (\$1,460,000.00 / 45,600 Workweeks). Thus,
27 for example, should there be 50,200 Workweeks worked by Class Members in the Class Period,
28 then the Gross Settlement Amount shall be increased by \$1,280.80 ((50,200 Workweeks – 50,160

1 Workweeks) x \$32.02 per Workweek). Alternatively, in the event the number of Workweeks
2 during the Class Period exceeds 50,160, instead of increasing the Gross Settlement Amount,
3 Defendants have the option to adjust the end date of the Class Period so as to have an earlier end
4 date at the Defendants' discretion in order to limit the amount of covered Workweeks to 50,160
5 (110% of 45,600 Workweeks). Defendants shall notify Class Counsel of their election no later
6 than seven (7) calendar days after receiving sufficient information from the Settlement
7 Administrator regarding the total number of Workweeks during the Class Period.

8 **19. DEFENDANTS' RIGHT TO WITHDRAW**

9 If the number of valid Requests for Exclusion identified by the Settlement Administrator
10 equals or exceeds 5% of the total Class Members, Defendants may, but are not obligated to, elect
11 to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement
12 shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any
13 further obligation to perform under this Agreement; provided, however, Defendants will remain
14 responsible for paying all Settlement Administration Expenses incurred through withdrawal.
15 Defendants must notify Class Counsel and the Court of their election to withdraw not later 14
16 days after expiration of the latest Response Deadline, as provided in Paragraph 1(Y) of this
17 Agreement.

18 **20. NOTICE OF JUDGMENT**

19 In addition to any duties set out herein, the Settlement Administrator shall provide
20 notice of the Final Judgment entered in the Action by posting the same on its website for a
21 period of no less than four (4) years.

22 **21. MISCELLANEOUS PROVISIONS**

23 **A. Interpretation of the Agreement**

24 This Agreement constitutes the entire agreement between the Parties with respect to its
25 subject matter. Except as expressly provided herein, this Agreement has not been executed in
26 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
27 written representations or terms shall modify, vary or contradict its terms. In entering into this
28 Agreement, the Parties agree that this Agreement is to be construed according to its terms and

1 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
2 enforced under the laws of the State of California, both in its procedural and substantive aspects,
3 without regard to its conflict of law provisions. Any claim arising out of or relating to the
4 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
5 Court of the State of California for the County of Kern, and Plaintiff and Defendants hereby
6 consent to the personal jurisdiction of the Court in the Action over it solely in connection
7 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
8 and each of them, participated in the negotiation and drafting of this Agreement and had available
9 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor
10 Defendants may claim that any ambiguity in this Agreement should be construed against the
11 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
12 approved by the Court.

13 **B. Further Cooperation**

14 The Parties and their respective attorneys shall proceed diligently to prepare and execute
15 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
16 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
17 will not take any action inconsistent with this Agreement, including, without limitation,
18 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
19 Party has taken actions inconsistent with the Settlement, including, without limitation,
20 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
21 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
22 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
23 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
24 opt-outs and/or objections.

25 **C. Dispute Resolution**

26 Prior to instituting legal action to enforce the provisions of this Agreement or to declare
27 rights and/or obligations under this Agreement, a Party must provide written notice to the other
28 Party and allow an opportunity to cure the alleged deficiencies, and the Parties agree to seek the

1 help of the Mediator to resolve any dispute they are unable to resolve informally. During this
2 period of dispute resolution, the Parties will bear their own attorneys' fees and costs. This
3 provision shall not apply to any legal action or other proceeding instituted by any person or entity
4 other than the Parties.

5 **D. Counterparts**

6 The Agreement may be executed in one or more actual or non-original counterparts, all
7 of which will be considered one and the same instrument and all of which will be considered
8 duplicate originals.

9 **E. Authority**

10 Each individual signing below warrants that he or she has the authority to execute this
11 Agreement on behalf of the Party for whom or which that individual signs.

12 **F. No Third-Party Beneficiaries**

13 Plaintiffs, Participating Class Members, Aggrieved Employees, the State of California,
14 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-
15 party beneficiaries.

16 **G. Deadlines Falling on Weekends or Holidays**

17 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
18 or legal holiday, that deadline shall be continued until the following business day.

19 **H. Jurisdiction of the Court**

20 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
21 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
22 of this Settlement Agreement and all orders and judgments entered in connection therewith,
23 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
24 interpreting, implementing, and enforcing the settlement embodied in this Settlement
25 Agreement and all orders and judgments entered in connection therewith.

26 **I. Severability**

27 Invalidity of any material portion of the Class Settlement shall invalidate the Class
28 Settlement in its entirety. In the event that one or more of the provisions contained in this

Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants'
 Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in
 writing to proceed as if such invalid, illegal, or unenforceable provision had never been included
 in this Agreement.

IT IS SO AGREED:

Dated: January 12, 2024

Mirna Camacho G
 Mirna Camacho Gaxiola (Jan 12, 2024 16:58 PST)

MIRNA CAMACHO-GAXIOLA
 Plaintiff and Class Representative

Dated: January 12, 2024

DocuSigned by:

 2D9E38C3575C486...

ALTAMIRA LABOR SERVICE, INC

Defendant

By: Mary Olvera

Its: HR Representative

Dated: January __, 2024

SUPREME ALMONDS OF CALIFORNIA, INC

Defendant

By: _____

Its: _____

Dated: January __, 2024

RANDALL DEAN BLOEMHOF

Defendant

AGREED AS TO FORM:

Dated: January 12, 2024

Vedang J. Patel

DAVID B. BIBIYAN

VEDANG J. PATEL

Counsel for Plaintiff MIRNA CAMACHO-
 GAXIOLA

1 Dated: January 16⁰⁰, 2024
2
3
4
5

DocuSigned by:

Roxanne Laura Crocket, Esq.

36406C38E9E3465...

STEVEN J. JOFFE
ROXANNE LAURA CROCKET
Counsel for Defendant ALTAMIRA LABOR
SERVICE, INC

6 Dated: January 16, 2024
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


VANESSA FRANCO CHAVEZ
Counsel for Defendant SUPREME ALMONDS
OF CALIFORNIA, INC. and RANDALL DEAN
BLOEMHOF

Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants'
 Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in
 writing to proceed as if such invalid, illegal, or unenforceable provision had never been included
 in this Agreement.

IT IS SO AGREED:

Dated: January __, 2024

MIRNA CAMACHO-GAXIOLA
 Plaintiff and Class Representative

Dated: January __, 2024

ALTAMIRA LABOR SERVICE, INC
 Defendant
 By: _____
 Its: _____

Dated: January 15, 2024

SUPREME ALMONDS OF CALIFORNIA, INC
 Defendant
 By: Patrick Mason
 Its: operations Manager

Dated: January 15, 2024

RANDALL DEAN BLOEMHOF
 Defendant

AGREED AS TO FORM:

Dated: January __, 2024

DAVID D. BIBIYAN
 VEDANG J. PATEL
 Counsel for Plaintiff MIRNA CAMACHO-
 GAXIOLA