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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

RAFAEL LARA ZAVALA, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

NATURIPE BERRY GROWERS, INC., a California Stock Corporation; and DOES 1 through 100, inclusive

Defendants.

CASE NO.: 25CV002099
Consolidated Case No. 25CV006542

[*Assigned for rotational assignment among three judicial officers: Judge Thomas W. Wills; Judge Carrie M. Panetta, Judge Ian A. Rivamonte*]

CLASS AND PAGA SETTLEMENT AGREEMENT

Action Filed: April 22, 2025
Trial Date: None Set

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This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Rafael Lara Zavala ("Plaintiff") and defendant Naturipe Berry Growers, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Class Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant, captioned *Zavala v. Naturipe Berry Growers Inc., et al.,* Case No. 25CV002099, initiated on April 22, 2025, and pending in Superior Court of the State of California, County of Monterey.

1.2. "Administrator" means Phoenix Settlement Administrators ("Phoenix"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" or "Administration Expense" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

1.5. "Class" means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Class Period in the State of California.

1.6. "Class Counsel" means David D. Bibiyan and Sarah Cohen of Bibiyan Law Group, P.C.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Class Action.

1.8. "Class Data" means Class Member identifying information in Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of

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employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. "Class Member" or "Settlement Class Member" means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Class Period in the State of California.

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from April 22, 2021, through September 18, 2026, or Preliminary Approval, whichever is later, except that, in the event that the escalator clause in Section 8.1 is triggered because the number of workweeks worked increases by more than 10% or an additional 577 workweeks worked, then the end of the Class Period shall be through the date that the 10% escalator is triggered.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Class Action seeking Court approval to serve as a class representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Class Action and providing services in support of the Class Action.

1.15. "Court" means the Superior Court of California, County of Monterey.

1.16. "Cy Pres Recipient" shall mean Rancho Cielo, Salinas, CA.

1.17. "Defendant" means named defendant Naturipe Berry Growers, Inc.

1.18. "Defense Counsel" means Anais Mora, and Harrison Osaki, of Patane, Gumberg, Avila, LLP.

1.19. "Effective Date" means the later date of: (a) the date on which the Court enters a Judgment

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on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, 60 calendar days after the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from, or other challenge to, the Judgment (this time period shall not be less than 60 calendar days after the day the Court enters Judgment); (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment; or (d) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

1.20. "Final Approval" means the Court's order granting final approval of the Settlement.

1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

1.23. "Gross Settlement Amount" or "GSA" means $200,000.00 (Two Hundred Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator's Expenses. The GSA herein includes all wages, penalties, fees, and costs associated with the full and final settlement of Plaintiff's known and unknown claims arising from his employment with Defendant including, but not limited to, the class and representative allegations made in the Class Action and PAGA Action.

1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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1.26. "Judgment" means the judgment entered by the Court based upon Final Approval.

1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).

1.28. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i), pursuant to this Settlement.

1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. "PAGA Action" means Plaintiff's representative action against Defendant, in Monterey Superior Court, Case No. 25CV006542, seeking civil penalties under the Private Attorney Generals Act of 2004, initiated on December 18, 2025.

1.32. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.33. "PAGA Period" means the period from January 28, 2024, through the end of the Class Period.

1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.35. "PAGA Notice (First)" means plaintiff's January 28, 2025, letter to defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.36. "PAGA Notice (Second)" means plaintiff's February 21, 2025, letter to defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.37. "PAGA Notice (Third)" means plaintiff's April 1, 2025, letter to defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.38. "PAGA Notice (Fourth)" means plaintiff's October 13, 2025, letter to defendants and the

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LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.39. "PAGA Notice (Fifth)" means plaintiff's February 12, 2026, letter to defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.40. "Plaintiff's PAGA Notices" means the PAGA Notice (First), PAGA Notice (Second), PAGA Notice (Third), PAGA Notice (Fourth), and PAGA Notice (Fifth)

1.41. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($10,500.00) and the 65% to the LWDA ($19,500.00) in settlement of PAGA claims.

1.42. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.43. "Plaintiff" means Rafael Lara Zavala, the named plaintiff in the Class Action and the PAGA Action.

1.44. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.45. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.46. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.47. "Released Parties" means: Defendant and each of its past and present parent companies, subsidiaries, affiliates, divisions, and agents and all of their respective employees, principals, managing agents, members, attorneys, officers, board members, directors, investors, shareholders, owners, partners, tax advisors, legal representatives, accountants, insurers, donors, trustees, administrators, real or alleged alter egos, real or alleged joint employers, predecessors, successors, purchasers, transferees, assigns, affiliates, and all other representatives of Defendant, individually and in their corporate or other representative capacities.

1.48. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.49. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to

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Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the date on which the Response Deadline originally expired with respect to that Class Member, to mail their Request for Exclusion from the Settlement, or mail their Objections to the Settlement.

1.50. "Settlement" means the disposition, including the dispositions of the Class Action and the PAGA Action, effected by this Agreement and the Judgment.

1.51. "Workweek" means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On April 22, 2025, Plaintiff filed a class action complaint against Defendant in Monterey County, Case No. 25CV002099, alleging: (1) failure to pay overtime; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages due upon termination; (6) wage statement violations; (7) failure to timely pay wages; (8) Violation of Labor Code § 2802; (9) Violation of Labor Code § 227.3; and (10) unfair competition. ("Class Action").

2.2. On January 28, 2025, Plaintiff filed with the Labor and Workforce Development Agency ("LWDA") and served on Defendant a notice under Labor Code section 2699.3 (the "PAGA Notice (First)") stating that he intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees for various Labor Code violations. ("PAGA Notice (First)").

2.3. On February 24, 2025, Plaintiff filed with the LWDA a notice under Labor Code section 2699.3 (the "PAGA Notice (Second)") stating that he intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees for various Labor Code violations. ("PAGA Notice (Second)").

2.4. On April 2, 2025, Plaintiff filed with the LWDA a notice under Labor Code section 2699.3 (the "PAGA Notice (Third)") stating that he intended to serve as a proxy of the LWDA

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to recover civil penalties for Aggrieved Employees for various Labor Code violations. ("PAGA Notice (Third)").

2.5. On October 13, 2025, Plaintiff filed with the LWDA a notice under Labor Code section 2699.3 (the "PAGA Notice (Fourth)") stating that he intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees for various Labor Code violations. ("PAGA Notice (Fourth)").

2.6. On February 18, 2026, Plaintiff filed with the LWDA a notice under Labor Code section 2699.3 (the "PAGA Notice (Fifth)") stating that he intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees for various Labor Code violations. ("PAGA Notice (Fifth)").

2.7. On December 18, 2025, Plaintiff filed a representative action against Defendant, in Monterey Superior Court, Case No. 25CV006542, seeking civil penalties under the Private Attorney Generals Act of 2004. ("PAGA Action")

2.8. As part of this agreement, the Parties agree to stipulate to Plaintiff filing a first amended complaint ("FAC" or "Operative Complaint") in the Class Action, to add causes of action to the Class Action under the Private Attorney General Act of 2004 ("PAGA") which will include the causes of action in the PAGA Action, after the execution of this Agreement but before seeking preliminary Court approval of this Settlement.

2.9. Thereafter, the Parties exchanged informal and formal discovery and agreed to attend mediation.

2.10. Prior to mediation Plaintiff obtained, through informal and formal discovery: (a) time and payroll records for 18% of Class Members; (b) a class list of hire dates and separation dates for all Class Members; and (c) wage and hour policy documents; .

2.11. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.12. On June 18, 2026, the Parties participated in an all-day mediation presided over by Stephanie S. Chow. The mediation was successful, and the Parties agreed to globally resolve all

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class and PAGA claims asserted in the Operative Complaint.

2.13. The Court has not granted class certification.

2.14. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement besides the Class Action and the PAGA Action.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay $200,000.00 as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Employer payroll taxes shall be determined by the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than $6,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member and/or Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for

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employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than (35%) of the Gross Settlement Amount, which is estimated to be $70,000.00 and a Class Counsel Litigation Expenses Payment of not more than $30,000.00. Defendant will not oppose requests for these payments provided that the requested payments do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any payment of or division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $7,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than

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$7,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment, issued by the Administrator, calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form, which the Settlement Administrator will be responsible for administering and issuing. The Administrator shall be responsible for making all deductions and withholdings required under law. The 80% of each Participating Class Member's Individual Class Payment will be evenly allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"), meaning that 40% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, and 40% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms, which the Settlement Administrator will be responsible for administering and issuing. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of

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$30,000.00 to be paid from the Gross Settlement Amount, with 65% ($19,500.00) allocated to the LWDA PAGA Payment and 35% ($10,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties $10,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to the Cy Pres Recipient. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, which the Settlement Administrator will be responsible for administering and issuing.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 138 Class Members who collectively worked a total of 5,678 Workweeks, and 93 Aggrieved Employees who worked a total of 2,533 PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of this Agreement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class

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Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of the check's issuance) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change

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of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if so requested by the Class Member prior to the void date.

4.4.3. Participating Class Members will receive an Individual Settlement Payment. Individual Settlement Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Thereafter, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to the Cy Pres Recipient, which is Rancho Cielo located at 710 Old Stage Road, Salinas, CA 93908. The P.O. Box designated for donations is: P.O. Box 6948, Salinas, CA 93912.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,

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Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. As a condition to obtaining the Class Representative Service Payment provided for herein, Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from, settle with Released Parties on, compromise with Released Parties on, and relinquish all claims, rights, demands, damages, liabilities, causes of action, transactions, or occurrences, in law or in equity, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged and/or pled, based on the facts contained, in the Operative Complaint, the Complaint in the Class Action, and/or the Complaint in the PAGA Action, and (b) all PAGA claims that were, or reasonably could have been, alleged and/or pled based on facts contained in the Operative Complaint, the Complaint in the PAGA Action, and/or Plaintiff's PAGA Notices, and (c) without limitation, all claims which in any way relate to his employment with Defendant, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Class Action, PAGA Action, or Operative Complaint, or not so pled, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, except for those claims that may be prohibited by law. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,

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which reads:

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

5.2. Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from, settle with Released Parties on, compromise with Released Parties on, and relinquish all claims, rights, demands, damages, liabilities, causes of action, transactions, or occurrences, in law or in equity, that were alleged and/or pled, or reasonably could have been alleged and/or pled, based on the facts stated in the Operative Complaint, and/or the Complaint in the Class Action, which claims, rights, demands, damages, liabilities, causes of action, transactions, or occurrences include but are not limited to: (1) failure to pay overtime; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages due upon termination; (6) wage statement violations; (7) failure to timely pay wages; (8) Violation of Labor Code § 2802; (9) Violation of Labor Code § 227.3; and (10) unfair competition.

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees release, settle with Released Parties on, compromise with Released Parties on, and relinquish on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, damages, liabilities, causes of action, transactions, or occurrences, in law or in equity, for PAGA penalties that were alleged and/or pled, or reasonably could have

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been alleged and/or pled, based on the facts stated in the Operative Complaint, the Complaint in the PAGA Action and the PAGA Notices.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Parties' Declaration in Support of Preliminary Approval. The Parties agree that if the Court requires signed declarations from the Parties' Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient, the Parties will comply.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of the Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class

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Members and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; complying with any existing hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section

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468B-1.

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for each and all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise

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discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled

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to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class

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Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted

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(whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by

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employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.8.7. Tax Forms. The Administrator shall be responsible for withholding all required state and federal taxes in accordance with this Agreement. The Administrator shall also be responsible for submitting Defendant's share of payroll taxes to the appropriate government agencies on behalf of Defendant.

7.9. Defendant's Right To Rescind**.** If more than eight (8) valid Requests for Exclusion are submitted from the Class Members, Defendant will have the right, but not the obligation, to revoke and void this Agreement at its discretion. Defendant shall make all reasonable efforts to meet and confer with Class Counsel prior to exercising this right. Defendant must exercise the option to rescind within five (5) business days of receiving written notice of the Requests for Exclusion from the Administrator. If Defendant exercises this right to rescind, Defendant shall pay any Administration Expenses Payment actually incurred by the Administrator up to the date of Defendant's notice to rescind. In the event the Agreement is terminated pursuant to this paragraph, the Parties shall proceed in all respects as if this Settlement is void. The Parties agree that they will not encourage any Class Member to object to the Settlement or to opt out.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Agreement, (1) there are 138 Class Members and 5,768 total Workweeks during the Class Period and (2) there are 93 Aggrieved Employees who worked 2,533 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. Defendant represents that its best estimate is that there are no more than 5,769 workweeks worked during the Class Period. In the event that the number of workweeks worked increases by more than 10% or an additional 577 workweeks worked, the release period shall be cut off as of the date that the 10% escalator clause is triggered. In no event

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shall Defendant pay more than the GSA to fully and finally resolve all of Plaintiff's known and unknown claims, the Class Action, and the PAGA Action, and any other actions.

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for alleged wrongful termination, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Class Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and

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conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant have any liability

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for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Class Action or the PAGA Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, any agreement by Defendant to class certification and representative treatment will be null and void, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Class Action and the PAGA Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Class Action and the PAGA Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). Payment of wages does not extend or alter Plaintiff's or the Class Members' or the Aggrieved Employees' period of employment for any purpose.

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class

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Counsel's communications with Class Members or Aggrieved Employees in accordance with Class Counsel's ethical obligations owed to Class Members or Aggrieved Employees as appropriate, or nor does it restrict Defense Counsel's communications with Class Members or Aggrieved Employees in accordance with Defense Counsel's ethical obligations owed to Class Members or Aggrieved Employees as appropriate.

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4. Indemnification. Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel will be responsible for correctly characterizing their compensation for tax purposes and for paying any taxes on their amounts received. Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel agree to indemnify Defendants for any liability incurred to any tax authority on account of Plaintiff, Participating Class Members, Aggrieved Employees, and/or Class Counsel's failure to pay all taxes due on the settlement proceeds, awarded attorneys' fees and costs, or any other amounts recorded on an IRS Form 1099.

11.5. Notice of Default. In the event that Defendant fails to pay the Gross Settlement Amount in accordance with this Agreement, Plaintiffs shall provide notice to Defense Counsel and an opportunity to cure the default. Should Defendant fail to cure the default, any money paid through the date of default shall be retained by the Administrator and applied to satisfy the Judgment created by this Settlement.

11.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and

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represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.8. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, reallocating funds, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. In no event shall Defendant pay more than the GSA to fully and finally resolve all of Plaintiff's known and unknown claims, the Class Action, and the PAGA Action, and any other actions.

11.9. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.10. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.11. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of

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the use of signatures previously provided by the Parties.

11.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.13. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.14. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting

11.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Class Action and the PAGA Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.16. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

11.17. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence

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and contents of this Agreement.

11.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

11.21. Severability. 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 Defendant's 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.

11.22. Enforcement Action. This Agreement is enforceable under California Code of Civil Procedure section 664.6, and the Court shall retain jurisdiction to enforce the terms and provisions of this Agreement. In the event one or more of the parties to this Settlement Agreement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Agreement or to declare rights or obligations under this Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action(s). All such disputes shall be resolved by the Court.

[SIGNATURE PAGE TO FOLLOW]

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IT IS SO AGREED:

	Signed by: Jeff Mink D37EE598CA90448...
Plaintiff, Rafael Lara Zavala	For Defendant, Naturipe Berry Growers, Inc.

AGREED AS TO FORM ONLY:

	Harrison Osaki
David D. Bibiyan Keaton Mendoza Counsel for Plaintiff	Anais Mora Harrison Osaki Counsel for Defendant

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EXHIBIT A

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NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING

Zavala v. Naturipe Berry Growers Inc., et al.

(County of Monterey, California Superior Court Case No. 25CV002099)

As a current or former non-exempt hourly-paid California employee of Naturipe Berry Growers, Inc., you are entitled to receive money from a class action and PAGA settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action and PAGA litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action and PAGA Settlement because the records of Naturipe Berry Growers, Inc. ("Defendant"), show that you are a "Class Member" and, therefore, entitled to a payment from this class action and PAGA settlement. Class Members are all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the period from April 22, 2021, through September 18, 2026, or preliminary approval, whichever is later in the State of California ("Class Period").

- The settlement is to resolve a class action and PAGA lawsuit, *Zavala v. Naturipe Berry Growers Inc., et al.* pending in the Superior Court of California for the County of Monterey, Case Number 25CV002099 (the "Lawsuit"), which alleges that Defendant: (1) failure to pay overtime; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages due upon termination; (6) wage statement violations; (7) failure to timely pay wages; (8) Violation of Labor Code § 2802; (9) Violation of Labor Code § 227.3; and (9) unfair competition.

- Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys' General Act ("PAGA"). PAGA authorizes employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California, for Labor Code violations.

- On _____, the County of Monterey Superior Court granted preliminary approval of this class action and PAGA settlement and conditionally certified a class action for the purposes of settlement only, ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from January 28, 2024, through

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	the end of the Class Period, ("PAGA Period") as a non-exempt, hourly-paid employee of Defendant, as well, then you will be deemed an "Aggrieved Employee" and you will still receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 15 of the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey, CA, 93940.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at ___:___ __.m. on _____, in the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey, CA, 93940, in Department 15. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant's records show that you currently work, or previously worked, for Defendant as a non-exempt, hourly-paid employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action and PAGA lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Rafael Lara Zavala was a non-exempt, hourly-paid employee of Defendant. He is the "Plaintiff" in this case and is suing on behalf of himself and Class Members for Defendant's alleged failure to pay overtime; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; failure to pay all wages due upon termination; wage statement violations; failure to timely pay wages; violation of Labor Code § 2802; violation of Labor Code § 227.3; and unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys' General Act ("PAGA").

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Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action and PAGA settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of himself, Class Members, and Aggrieved Employees for the Gross Settlement Amount of $200,000.00. The Gross Settlement includes: (1) Administration Costs up to $7,250.00; (2) a service award of up to $6,000 to Plaintiff for his time and effort in pursuing this case, and in exchange for a broader release of claims against Defendant; (3) not more than (35%) of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to $70,000.00; (4) up to $30,000.00 in litigation costs to Bibiyan Law Group ("Class Counsel"), according to proof; and (5) payment allocated to PAGA penalties in the amount of $30,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent (65%) of the amount allocated toward PAGA, or $19,500.00, will be paid to the LWDA and thirty-five percent (35%), or $10,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than $_____ will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that its best estimate is that there are no more than 5,768 workweeks worked during the Class Period. In the event that the number of workweeks worked increases by more than 10% or an additional 577 workweeks worked, the release period shall be cut off as of the date that the 10% escalator clause is triggered. In no event shall Defendant pay more than the GSA to fully and finally resolve all of Plaintiff's known and unknown claims and the Actions.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the $10,500.00 allocated as PAGA penalties, whether or not they opt out, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Workweeks] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [$Estimated Award] and your estimated payment as an Aggrieved Employee would be [$Estimated Award].

Workweek Dispute

If you believe the number of Workweeks attributed to you is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute. The Settlement Administrator will provide

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copies of all disputes to counsel for Defendant and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant's Counsel. The Parties will file with the Court any Workweek Disputes, any evidence provided by you, and any resolution of the dispute. The Court may review any decision made by the Parties or the settlement administrator regarding a Workweek Dispute

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, 40% will be allocated as penalties reported on IRS Form 1099, and 40% will be allocated as interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. Thereafter, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Rancho Cielo located at 710 Old Stage Road, Salinas, CA 93908. The P.O. Box designated for donations is: P.O. Box 6948, Salinas, CA 93912.

Your Options Under the Settlement

Option 1 – *Do Nothing and Receive Your Payment*

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above**.

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:
For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from, settle with Released Parties on, compromise with Released Parties on, and relinquish all claims, rights, demands, damages, liabilities, causes of action, transactions, or occurrences, in law or in equity, that were alleged and/or pled, or reasonably could have been alleged, based on the facts stated in the amended Complaint in the Lawsuit ("Operative Complaint") and/or the original Complaint in the Lawsuit, including but not limited to: (1) failure to pay overtime; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages due upon termination; (6) wage statement violations;

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(7) failure to timely pay wages; (8) Violation of Labor Code § 2802; (9) Violation of Labor Code § 227.3; and (10) unfair competition. (the "Class Released Claims").

For the duration of the PAGA Period, all Aggrieved Employees release, settle with Released Parties on, compromise with Released Parties on, and relinquish, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, damages, liabilities, causes of action, transactions, or occurrences, in law or in equity, for PAGA penalties that were alleged and/or pled, or reasonably could have been alleged and/or pled, based on the facts stated in the Operative Complaint, the Complaint in Plaintiff's representative action against Defendant, in Monterey Superior Court, Case No. 25CV006542, and Plaintiff's PAGA Notices ("Released PAGA Claims").

"Released Parties" means Defendant and each of its past and present parent companies, subsidiaries, affiliates, divisions, and agents and all of their respective employees, principals, managing agents, members, attorneys, officers, board members, directors, investors, shareholders, owners, partners, tax advisors, legal representatives, accountants, insurers, donors, trustees, administrators, real or alleged alter egos, real or alleged joint employers, predecessors, successors, purchasers, transferees, assigns, affiliates, and all other representatives of Defendant, individually and in their corporate or other representative capacities.

Option 2 – *Opt Out of the Settlement*

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must reasonably communicate that you wish to be excluded from the Settlement and must include your name, address, signature, and email address or telephone number, and statement standing for the proposition that you do not wish to participate in the Settlement. Sign, date and mail your written request for exclusion to the address below.

[Administrator]
[Mailing Address]

Your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims. Furthermore, you will be bound by the PAGA Released Claims even if you do not deposit your check.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, email address or telephone number, and any reason why you believe that the Court should not approve the Settlement. Your written objection must be mailed and postmarked to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

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Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for _____ at ___:___ _.m. in the Department 15 of the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey, CA, 93940, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at https://www.monterey.courts.ca.gov/. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action and PAGA Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.
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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Operative Complaint, the Class Notice, Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 15 of the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey, CA, 93940, during regular business hours of each court day. You may also obtain these documents through the Court's website at https://www.monterey.courts.ca.gov/

All inquiries by Class Members regarding this Notice of Class Action and PAGA Settlement and/or the Settlement should be directed to the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]