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Brenda Landeros, Rodrigo Reyes Zavala,
and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

Brenda Landeros and Rodrigo Reyes Zavala, on behalf of themselves and others similarly situated and the general public,

Plaintiffs,

v.

Ellensburg Lamb Company, Inc. dba Superior Farms, Transhumance Holding Company, Inc., and DOES 1 through 50,

Defendants.

Case No. FCS058926

Assigned to Hon. Stephen Gizzi
Dept. 3

DECLARATION OF UN KEI WU IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL

Date: January 7, 2025
Time: 9:00 a.m.
Dept.: 3

I, Un Kei Wu, declare as follows:

1. I am an attorney at Liberation Law Group, P.C., attorneys of record for Plaintiffs Brenda Landeros and Rodrigo Reyes Zavala ("Plaintiffs") in this action. I have participated in the handling of this case and am familiar with the facts stated herein. I am familiar with the contents therein and can and will competently testify to the contents of such.

2. Defendants Ellensburg Lamb Company, Inc. dba Superior Farms and Transhumance Holding Company, Inc. ("Defendants") have agreed to the settlement of this case and is not opposing preliminary approval of the class action settlement, the conditional certification of the settlement class and the approval of the proposed class notice of the proposed settlement.

3. Plaintiffs and Defendants ("Parties") engaged in formal and informal discovery in preparation of mediation.

4. Defendants produced Plaintiffs' timekeeping and payroll records, sample timekeeping and payroll date of approximately 200 putative class members, and Defendants' policies related to Plaintiffs' claims.

5. The timekeeping records show that putative class members clocked in and out at the start and at the end of their shifts. It is apparent that prior to October 2022, putative class members did not clock out for meal periods. Starting in October 2022 after Plaintiff Landeros' filed the instant action, putative class members began clocking out for meal periods.

6. Plaintiff's counsel conducted an extensive analysis of this information and prepared a thorough damages analysis, which was presented to Defendants in anticipation of mediation.

7. In addition to analyzing timekeeping and payroll records, Plaintiffs' counsel's office interviewed putative class members to corroborate Plaintiffs' claims. Plaintiffs' counsel obtained 5 signed declarations supporting the class claims.

8. On June 25, 2024, the Parties held a full day mediation session before Jeffery Owensby, Esq., who is a respected mediator with extensive experience in employment law.

9. Defendants agreed to produce substantial information in connection with mediation. Plaintiffs detailed the factual and legal support for their and the class's claims in a detailed

mediation statement supported by Plaintiffs' analysis of the class's timekeeping records and putative class members' declarations. Defendants likewise detailed their positions in a detailed mediation statement, and the Parties exchanged mediation statements.

10. Mediation negotiations focused on, among other things, the merits of Plaintiffs' claims and Defendants' defenses, the risks of proceeding to trial, and the implications of Defendants' employee stock ownership plan in a class action settlement.

11. After arm's length, extensive negotiations at mediation, the Parties reached an impasse and the mediator made a mediator's proposal, to which the Parties accepted and reached a settlement.

12. The investigation and discovery conducted in this case have allowed both parties to act intelligently in coming to a settlement.

13. Plaintiff's counsel is aware of no facts that would call into question the presumption of fairness of this settlement.

14. By July 16, 2024, a Memorandum of Understanding was executed.

15. By August 14, 2024, a formal Settlement Agreement was executed.

16. The $600,000 non-reversionary settlement is within the range of reasonableness. Prior to mediation, Plaintiffs' counsel analyzed a significant amount of timekeeping and payroll data produced by Defendants.

17. Plaintiffs' counsel assigned an estimated full value of $11,379,500 to the core class claims broken down as follows: meal period violations ($4,550,000); rest period violations ($4,550,000); and unpaid off-the-clock hours ($2,279,550). This estimated value assumes a meal period violation for each shift over 5 hours and rest period violation for each shift over 3.5 hours; and 20 minutes of unpaid off-the-clock work per day.

18. During the mediation, Plaintiffs' counsel adjusted the violation rate from 5 days to 3 days per week to account for Defendants' defenses lowering the estimated value of Plaintiffs' core claims by 40% to $6,827,730.

19. The $600,000 settlement represents almost a 9% recovery when compared to the

adjusted value of Plaintiffs' core claims.

20. The full value of Plaintiffs' derivative claims of the meal and rest period violations and unpaid hours amounts to $4,120,000, which accounts for wage statement violations ($2,200,000) and waiting time penalties ($1,920,000). The adjusted value of Plaintiffs' derivative claims is $2,472,000 (60% of $4,120,000).

21. Settlement Class Members expect to receive a Net Settlement Fund of approximately $308,189.28 after attorney fees, costs, administration costs, PAGA penalties, and service award are paid. After applying the formula in Section III.B.1.a. and at 100% participation rate, settlement class member with one to four years of service, or 52 to 208 weeks to claim, is expected to receive $352.22 (one year of service), $704.43 (two years of service), $1,056.65 (three years of service), and $1,408.87 (four years of service), which is equivalent to approximately 10 to 39 hours of pay at the class average hourly rate of $36.21.

22. Prior to mediation, Defendant identified 550 putative class members that are part of the class as defined by the complaint, and they identified 45,500 workweeks during the Class Period.

23. At the time of settlement, the Parties had sufficient information and extensive knowledge about the strengths and weaknesses of each other's cases to allow for negotiation of a fair settlement.

24. Our firm believes that the proposed settlement is in the best interest of the class based on the negotiations and a detailed knowledge of the issues present in this action. The length and risks associated with class certification, trial, and other normal perils of litigation were weighed in reaching the proposed settlement. In addition, the affirmative defenses asserted by Defendants, the presence of an employee stock ownership plan, the prospect of a potential adverse summary adjudication ruling, uncertainty on certification issues, the difficulties of complex litigation, the length process of establishing specific damages and various possible delays and appeals, were also carefully considered by our firm in agreeing to the proposed settlement.

25. After Plaintiff filed suit, Defendants changed certain policies relating to the

allegations in the complaint. For instance, starting in October 2022, after Plaintiff Landeros' filed this instant action, putative class members began clocking out for meal periods.

26. Plaintiffs' and Defendants' counsel have substantial experience prosecuting class actions, specifically those that involve the application of the wage and hour provisions of California law.

27. Our firm is especially experienced in litigating employment actions such as this and has successfully litigated several class action cases.

28. Plaintiffs are adequate class representatives because they raised claims that are similar to the claims of the other class members. Plaintiffs and other class members suffered the same working conditions as alleged in the operative complaint and seek to recover from the same alleged violations. Further, Plaintiffs have no apparent interests antagonistic to those the Class Members.

29. Importantly, Plaintiffs understand that class representatives represent the interests of all members of their class in litigation and that class representatives always consider the interests of the class just as they would consider their own interests, and in some cases, must put the interests of the class before their own interests.

30. In counsel's experience, the service award will be reviewed at the Final Approval state, and Plaintiffs will submit a declaration at that time which details their participation in the litigation and the risks they faced by their involvement in it.

31. Plaintiffs will also execute a broader release than the rest of the class.

32. The Parties have agreed that $50,000 shall be allocated to the Plaintiffs' PAGA claims.

33. The parties have agreed to designate Capitol Pro Bono, 1860 Howe Avenue, Suite 130, Sacramento, California 95825 as the *cy pres* beneficiary.

34. Neither I nor any attorney at Liberation Law Group, P.C. has a connection to or a relationship with Capitol Pro Bono that could reasonably create the appearance of impropriety as between Capitol Pro Bono and the interests of the class.

35. Neither I nor any attorney at Liberation Law Group, P.C. has any economic or professional ties with Capitol Pro Bono.

36. Neither I nor any attorney at Liberation Law Group, P.C. has ever received any payment or salary, from Capitol Pro Bono to perform legal services. We have not been employed or contracted by Capitol Pro Bono to perform legal work or otherwise. Attorneys and staff at Liberation Law Group, P.C. are not board members, or part of any governing body of Capitol Pro Bono. We do not make any decisions as to how they run or do their day-to-day activities.

37. Neither I nor any attorney at Liberation Law Group, P.C. will benefit financially in any way from the *cy pres* award to Capitol Pro Bono.

38. Attached hereto as **Exhibit A** is a true and correct copy of the Joint Stipulation of Settlement and Release.

39. Attached hereto as **Exhibit B** is a true and correct copy of the Class Notice.

40. Attached hereto as **Exhibit C** is a true and correct copy of the settlement administration quote from Simpluris, Inc.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on this 5th day of September 2024 at San Francisco, California.

Un Kei Wu

Un Kei Wu

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO

BRENDA LANDEROS, on behalf of herself and other similarly situated and the general public, Plaintiff, v. ELLENSBURG LAMB COMPANY, INC., dba SUPERIOR FARMS, TRANSHUMANCE HOLDING COMPANY, INC. and DOES 1 THROUGH 50 Defendants.	Case No.: FCS058926 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT** Complaint Filed: September 26, 2022 Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Brenda Landeros ("Landeros") and proposed Plaintiff Rodrigo Reyes Zavala ("Zavala") (collectively, "Plaintiffs"), individually and on behalf of all other similarly situated and alleged aggrieved employees, and as representatives of the State of California on the one hand, and Defendants Ellensburg Lamb Company, Inc., dba Superior Farms and Transhumance Holding Company, Inc. (collectively, "Defendants") on the other hand in the lawsuit entitled *Brenda Landeros v. Ellensburg Lamb Company, Inc., et al.*, filed in the Solano County Superior Court, Case No. FCS058926. Plaintiffs 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.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

2. "Action" means the court action entitled *Brenda Landeros v. Ellensburg Lamb Company, Inc., et al.*, filed in the Solano County Superior Court, Case No. FCS058926, initiated on or around September 26, 2022, as well as the claims asserted in Landeros' correspondence of July 1, 2022, and Plaintiffs' correspondence of June 17, 2024 and August 7, 2024, to the Labor and Workforce Development Agency seeking penalties against Defendants for violations under the California Labor Code under the Private Attorneys General Act of 2004 (hereinafter the "LWDA Letter.").

3. "Class Counsel" means Arlo Garcia Uriarte and Un Kei Wu of Liberation Law Group, P.C. The term "Class Counsel" shall be used synonymously with the term "Plaintiffs' Counsel."

4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed thirty-five (35%) of the Gross Settlement Amount, *i.e.* Two Hundred

and Ten Thousand Dollars ($210,000) and the reimbursement of reasonable costs and expenses associated with the litigation and settlement of the Action, not to exceed Twelve Thousand Dollars ($12,000), subject to the Court's approval. Any Class Counsel's Fees and Costs not approved by the Court shall become part of the Net Settlement Amount. Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of reasonable costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendants will in good faith compile from their records and provide to the Settlement Administrator within twenty-one (21) calendar days after the date on which the Court enters an Order granting Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent available, each Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; and (5) dates of active employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)); (6) total Workweeks during the Class Period; (7) total Pay Periods during the PAGA Period; and (8) any other reasonable information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. "Class" or "Class Members" means all current and former non-exempt employees of Defendants employed in the state of California at any time during the Class Period.

7. "Class Period" means the period from September 26, 2018 through and ending on the date of preliminary approval of the Settlement.

8. "Class Representatives" means Plaintiff Brenda Landeros and proposed Plaintiff Rodrigo Reyes Zavala in their capacities as a representatives of the Class Members.

9. "Class Representative Enhancement Payment" means the amount that the Court authorizes to be paid to Plaintiffs in addition to their respective Individual Settlement Payments, in recognition of the effort and risk they have taken in assisting with the prosecution of the Action and in exchange for a General Release of their respective claims as provided herein, at no additional cost to Defendants.

10. “Court” means the Superior Court of the State of California for the County of Solano.

11. “Defendants” means Ellensburg Lamb Company, Inc., dba Superior Farms and Transhumance Holding Company, Inc.

12. “Effective Date” means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement. Defendants and Defendants’ counsel waive all rights to appeal the Final Approval Order.

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

14. “Final Approval” means the date of final affirmation of the Court’s signed Order and Judgment granting final approval of this Settlement.

15. “First Amended Complaint” means Plaintiffs’ amended complaint that includes Rodrigo Reyes Zavala as an additional named plaintiff to the Action, and adds putative class action and PAGA claims based on the additional Labor Code violations alleged in Plaintiff’s amended PAGA notice dated June 17, 2024, and/or during mediation on June 25, 2024, which shall include additional claims for: (1) unpaid overtime wages under Labor Code sections 510 and 1198; (2) unpaid minimum wages under Labor Code sections 1194, 1197, and 1197.1; (3) waiting time penalties under Labor Code sections 201, 202, and 203; (4) untimely payment of wages during employment under Labor Code section 204; (5) failure to keep payroll records under Labor Code section 1174; and (6) reimbursement of business expenses under Labor Code section 2802. Landeros shall seek the court’s leave to file the First Amended Complaint within 30 days this Agreement.

16. “General Release” means the broader release of all claims by Plaintiffs in the Action, which is in addition to Plaintiffs’ release of claims as Participating Class Members.

17. “Gross Settlement Amount” means the total sum of Six Hundred Thousand Dollars ($600,000) which shall be paid by Defendants into a Qualified Settlement Fund (QSF). The Gross Settlement Amount is non-reversionary, no portion of the Gross Settlement Amount will return to Defendants and includes: (1) payments to the Class, (2) Class Counsel’s fees, (3) Class Counsel’s costs, (4) Settlement Administration Costs, (5) Class Representative Enhancement Payment to Plaintiffs; and (6) the PAGA Payment to the LWDA and PAGA Members. The Gross Settlement Amount is exclusive of the employer’s share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendants separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum amount that Defendants are required to pay under the Settlement. Payment shall be made per the terms of this Agreement.

18. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment.

19. “Net Settlement Amount” means the funds available for payments to the Class, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration Costs, (4) Class Representative Enhancement Payments to Plaintiffs; and (5) the PAGA Payment to the LWDA and PAGA Members.

20. “Notice” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed to Class Members’ last known addresses, and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action.

21. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq*., “PAGA”).

22. “PAGA Payment” means the payment to the State of California Labor and Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA and payments to the PAGA Members of their (25%) share of the total amount allocated toward penalties under the PAGA, all of which are to be paid from the Gross Settlement Amount. The Parties have agreed that Fifty Thousand Dollars ($50,000) of the Gross Settlement Amount will be allocated toward penalties under the PAGA of which Thirty-Seven Thousand Five Hundred Dollars ($37,500) will be paid to the LWDA and Twelve Thousand Five Hundred Dollars ($12,500) will be distributed to PAGA Members on a *pro rata* basis based on Pay Periods worked by the PAGA Members within the PAGA Period. PAGA Members will receive payment from the employee portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to participate in the class action if the PAGA Payment is approved by the Court.

23. “PAGA Period” means the period from September 26, 2021, through and ending on the date of preliminary approval of the Settlement by the Court.

24. “PAGA Members” means Class Members who were employed by Defendants during the PAGA Period.

25. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean either Plaintiffs or Defendants, individually.

26. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion. No claim form is required for a Class Member to become a Participating Class Member.

27. “Plaintiffs” means Brenda Landeros and Rodrigo Reyes Zavala, collectively.

28. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

29. “Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response Deadline and include: (a) the objector’s full name, signature, address, telephone number, the approximate dates of employment in California, last four digits of the Class Member’s social

security number or employee ID number; (b) the case name and number; (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based, if any; (e) a statement describing whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel at the Class Member's expense; and (f) the identity of the objector's counsel, if the objector is represented by counsel.

30. "Released Class Claims" means all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the First Amended Complaint, once filed in the Action, including factual claims regarding Defendants' alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; (vii) failure to keep required payroll records; (viii) failure to reimburse necessary business expenses; and (ix) unfair business practices. This release shall apply to claims arising during the Class Period.

31. "Released PAGA Claims" means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Landeros' July 1, 2022 PAGA Letter to the LWDA, Plaintiffs' June 17, 2024 PAGA Letter to the LWDA, in the operative First Amended Complaint, and in the anticipated second amended PAGA letter to the LWDA, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

32. "Released Parties" means Defendants Ellensburg Lamb Company, Inc., dba Superior Farms and Transhumance Holding Company, Inc., and their respective past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, staffing agencies, joint employers, and joint venturers.

33. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Action. To be effective, the Request for Exclusion must be submitted by the Response Deadline and contain (a) the Class Member’s name, signature, address, telephone number, dates of employment in California, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number (b) the case name and number; and (c) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to exclude myself from the class settlement reached in the matter of *Brenda Landeros v. Ellensburg Lamb Company, Inc., et al.*, Solano County Superior Court, Case No. FCS058926, I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the Released PAGA Claims as Class Members have no right to exclude themselves (opt-out) of the PAGA component of the Settlement.

34. “Response Deadline” shall be sixty (60) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event the sixtieth day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the fifteenth day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Objection to the Settlement.

35. “Settlement” means the disposition of the Action pursuant to this Agreement.

36. "Settlement Administrator" means Simpluris, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

37. "Settlement Administration Costs" mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall be paid from the Gross Settlement Amount, subject to Court approval. To the extent that Settlement Administration Costs are ultimately less than the amount of the quote provided by the Settlement Administrator, the remainder shall become part of the Net Settlement Amount.

38. "Workweek" shall mean any calendar week during which a Class Member worked at least one (1) day for Defendants during the Class Period.

TERMS OF AGREEMENT

39. Settlement Consideration: Defendants shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, Defendants shall not be required to pay more than the Gross Settlement Amount plus any applicable employer-side payroll taxes. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

40. Funding of the Gross Settlement Amount: Within twenty-one (21) calendar days of Final Approval, Defendants shall deposit the the Gross Settlement Amount in the amount of Six

Hundred Thousand Dollars ($600,000), into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes by no later than fourteen (14) calendar days of the Effective Date. This information shall be kept confidential from Plaintiffs and Class Counsel. Defendants may not vary from the Court approved scheduling for the funding of the Gross Settlement Amount unless the Parties agree otherwise.

41. Distribution of the Gross Settlement Amount: No later than seven (7) calendar days of the full funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs and (e) Settlement Administration Costs.

42. Attorneys' Fees and Costs: Defendants agree not to oppose any application or motion by Class Counsel for attorneys' fees up to 35% of the Gross Settlement Amount, or Two Hundred Ten Thousand ($210,000) plus the reimbursement of reasonable costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Twelve Thousand Dollars ($12,000), both of which will be paid from the gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

43. Class Representative Enhancement Payments: Defendants agree not to oppose or object to any application or motion by Plaintiffs for Class Representative Enhancement Payments of Ten Thousand Dollars ($10,000) each for Landeros and Zavala. The Class Representative Enhancement Payments are in exchange for the General Release of the Plaintiffs' respective individual claims and for their respective time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payments that are not awarded to the Class Representatives shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement. The Class Representative Service Payments are in addition to whatever monetary settlement Plaintiffs are

respectively entitled to recover from the Net Settlement Amount as Class Members. Any amount of the Class Representative Service Payment not approved by the Court shall become part of the Net Settlement Amount.

44. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. To the extent that Settlement Administration costs are ultimately less than the amount of the quote provided by the selected Settlement Administrator, the remainder shall become part of the Net Settlement Amount.

45. PAGA Payment: Fifty Thousand Dollars ($50,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty-Seven Thousand Five Hundred Dollars ($37,500), to the California Labor and Workforce Development Agency ("LWDA"). Twelve Thousand Five Hundred Dollars ($12,500) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to opt-out of the class settlement.

46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement.

47. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount that includes the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount: (Participating Class Member's Workweeks ÷ Workweeks during Class Period) × Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding the number of Pay Periods worked by each PAGA Member during the PAGA Period. The respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment: (PAGA Member's Pay Periods ÷ Pay Periods during PAGA Period) x $12,500 (the employee portion of the PAGA Payment). PAGA Members shall receive this portion of their Individual Settlement Payment and will be deemed to have released any claims arising out of PAGA regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator. Individual Settlement Payments shall be paid exclusively from the QSF, pursuant to the settlement formula set forth herein. Also, for tax purposes, the Parties agree that 100% of each PAGA Members' individual payment amount shall constitute penalties and each PAGA Member will be issued an IRS Form-1099 for such payment to him or her, if required by law. Neither Counsel for Plaintiffs nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

49. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. Without prejudice to any other remedies, the Settlement Administrator shall hold Defendants harmless from and against all liabilities, claims, causes of action, costs, and expenses (including legal fees and expenses) arising out of any failure to timely or properly compensate Participating Class Members as provided for in this Agreement. No person shall have any claim against any of the Released Parties, Counsel for Defendants, Plaintiffs, the Class Members, Class Counsel, or the Settlement Administrator based on mailings, distributions, and payments made in accordance with or pursuant to this Agreement. The Settlement Administrator will provide the following services:

a) Establish and maintain a Qualified Settlement Fund.

b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.

c) Print and mail the Notice.

d) Conduct additional address searches for mailed Notices that are returned as undeliverable.

e) Process Requests for Exclusion, field inquiries from Class Members.

f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.

g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.

h) Provide weekly status reports to counsel for the Parties.

i) Posting a notice of final judgment online at Settlement Administrator's website.

j) Translate the Notice from English to Spanish.

50. Delivery of the Class List: Within twenty-one (21) calendar days after the date on which the Court enters an Order granting Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator. The information Defendants provide to the Settlement Administrator shall be used solely to administer the terms of the Agreement as described herein, and shall be kept confidential from Plaintiffs and Class Counsel.

51. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

52. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto

and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address telephone number and/or Social Security number of the Class Member involved and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an Objection to the Settlement. If the Response Deadline for any Class Member is later than the original 60-day notice period, the Settlement Administrator shall include a letter with the Notice advising the Class Member of the adjustment to the Response Deadline. It shall be presumed that each Class Member whose Notice is not returned to the Settlement Administrator as undeliverable within the 60-day notice period has actually received the Notice.

53. Notice: All Class Members will be mailed a Notice in English and Spanish. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendants during the Settlement Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the total number of PAGA Pay Periods each respective PAGA Employee worked for Defendants during the PAGA Period; (h) each PAGA Employee's estimated Individual PAGA Settlement Payment and the formula for calculating Individual PAGA Payments; (i) the dates which comprise the PAGA Period; (j) information regarding disputing Workweeks or PAGA Pay Periods, Requests for Exclusion, or Notice of Objections; (k) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes or PAGA Pay period disputes; (l) the claims to be released, as set forth herein; and (m) the date for the final approval hearing.

54. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled, in the event that Defendants cannot make this determination themselves. If the Parties do not agree, the dispute will be submitted to the Court.

55. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name, signature, address, telephone number, dates of employment in California, and the last four digits of the Class Member's Social Security number and/or the Employee ID number; (b) the case name and number; and (c) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "*Brenda Landeros v. Ellensburg Lamb Company, Inc., et al.*,

Solano County Superior Court, Case No. FCS058926, I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendants’ Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court and deemed Effective under this Agreement. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

57. Defendants’ Right to Rescind: If Class Members representing more than the aggregate total of fifteen percent (15%) of the Class Members opt-out of the Settlement, Defendants may, at their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendants must give written notice to Class Counsel of their intent to rescind the Agreement within fourteen (14) business days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendants exercise their right to rescind the Agreement, Defendants shall be responsible for all Settlement Administration Costs incurred to the date of rescission, not to exceed the amount approved by the Court in the Preliminary Approval Order. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendants, not to exceed the amount approved by the Court in the Preliminary Approval Order, and no term of this Agreement or any draft thereof, or the negotiation, documentation, or other part or aspect of the Parties’ settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other

proceeding. Defendants shall meet and confer with Plaintiffs' Counsel before withdrawing from the Settlement pursuant to this provision.

58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or release. The entry of a final order approving settlement of this Action and Judgment which discharges Defendants and Released Parties from liability for any and all of the Released Claims shall have a *res judicata* effect and bar Plaintiffs and Class Members who did not submit a timely and valid Request for Exclusion from bringing any actions or claims asserting the Released Claims. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiffs and Defendants and noted in the proposed Judgment submitted to the Court. PAGA group members cannot opt out of the PAGA portion of the settlement, and shall be bound by that regardless of whether they opt out of the class settlement.

59. Objection Procedures: To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, and the specific reason including any legal grounds for the Participating Class Members objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to

submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

60. Certification Reports Regarding Individual Settlement Payment Calculations: The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member has submitted a challenge to any information contained in the Notice. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA Payment check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to Capitol Pro Bono, 1860 Howe Avenue, Suite 130, Sacramento, California 95825. If the remaining funds exceed $30,000, there shall be a second distribution to Participating Class Members who cashed their checks. Any remaining uncashed funds from the second distribution shall be distributed to Capital Pro Bono after 90 calendar days following the second distribution. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendants will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

62. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

63. Tax Liability: Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendants' share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendants' FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

64. Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO

ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY, AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

65. Amendment of Complaint: Plaintiffs agree to amend the Complaint currently operative in the Action to include Rodrigo Reyes Zavala as an additional named plaintiff to the Action, and to add putative class action and PAGA claims based on the additional Labor Code violations alleged in Plaintiffs' amended PAGA notice dated June 17, 2024, and/or during the Parties' mediation on June 25, 2024, which shall include additional claims for: (1) unpaid overtime wages under Labor Code sections 510 and 1198; (2) unpaid minimum wages under Labor Code sections 1194, 1197, and 1197.1; (3) waiting time penalties under Labor Code sections 201, 202, and 203; (4) untimely payment of wages during employment under Labor Code section 204; (5) failure to keep payroll records under Labor Code section 1174; and (6) reimbursement of business expenses under Labor Code section 2802. Plaintiffs shall seek the court's leave to file the First Amended Complaint within 30 days the Parties' full execution of this Agreement, and prior to or concurrent with filing a motion for preliminary court approval of the Settlement. Defendants shall stipulate to Plaintiffs' request for leave to file the First Amended Complaint.

66. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

67. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Participating Class Members shall fully and finally release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members. The release of Released Claims will have a *res judicata* effect against any Class Members who make a claim against any of the Released Parties for any of the Released Class Claims, file any actions, claims, complaints or proceedings regarding the Released Class Claims with the California Division of Labor Standards Enforcement, initiate any other proceedings against any of the Released Parties regarding any of the Released Class Claims, or seek to participate in any judgment or settlement of claims that are the subject of the Released Class Claims in any other class, collective, or representative action against any of the Released Parties.

68. Release by Plaintiffs, State of California, LWDA and PAGA Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Plaintiffs, the LWDA, the State of California, through Plaintiffs as its agents and/or proxies, any another representative, proxy, or agent thereof, including but not limited to any and all PAGA Members, shall fully and finally release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action to the broadest extent possible by law if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as the Action and covering the same time.

69. Inability to Object / Opt Out of PAGA. The Parties agree that there is no statutory right for any PAGA Employee to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the Settlement submitted by a Class Member shall be construed as relating only to the putative class action claims and shall have no effect whatsoever on the settlement of the PAGA claims.

70. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the Gross Settlement Amount and all applicable employer-side payroll taxes, Plaintiffs on behalf of themselves, their respective heirs, and their respective assigns fully and finally release the Released

Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, and expenses of any nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiffs' respective employment with Defendants, payment of wages during that employment and the cessation of that employment and/or violation of any federal, state or local statute, rule, ordinance or regulation. Such claims include but are not limited to any and all Released Class Claims and Released PAGA Claims and termination thereof, California Civil Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of Civil Procedure §1021.5; California common law of contract; 29 CFR §778.223; and 29 CFR §778.315; federal common law and, to the extent permitted by law, the Employee Retirement Income Security Act, 29 U.S.C. §§1001, *et seq*. (ERISA) §778.315; and federal common law. In addition, Plaintiffs' General Release includes but is not limited to, all claims for lost wages and benefits, emotional distress, retaliation, restitution, penalties, punitive damages, and attorneys' fees and costs (except those provided by this Settlement Agreement) arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. §1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' General Release includes all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of Plaintiffs' General Release, those claims will remain released and forever barred. Specifically, Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the foregoing, Plaintiffs do not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiffs from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Plaintiffs, however, understand that by signing this Agreement, they waive the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

71. Nullification of Settlement Agreement: In the event that: (a) the Court does not enter the Preliminary Approval Order and approve the Released Claims specified herein without requiring material changes to the "Basic Settlement Terms" defined as relating to the monetary sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class Period, and revisions to Defendants' Option to Nullify the Settlement Agreement provision contained herein; (b) the Court does not finally approve the Settlement without requiring material changes to the Basic Settlement Terms as provided herein; (c) the Court strikes or does not approve any material term of this Settlement Agreement; (d) Defendants exercise their option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above; or (e) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning and the Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. Should the Court fail to approve this settlement

for any reason, the Parties agree that they will seek assistance from Mediator Jeffrey Owensby, Esq. in an effort to reach a settlement that may be approved by the Court, unless the Parties are able to resolve the issue without resort to a mediator.

72. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendants agree that they will not oppose Plaintiffs' motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement being nullified and voided.

73. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs; (c) the Class Representative Enhancement Payment; and (d) the Settlement Administration Costs. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement as described above or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendants agree that they shall not oppose the granting of the Motion for Final Approval, provided Defendants have not exercised their right to rescind pursuant to the terms of this Agreement.

74. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this Agreement, the Court will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.4 solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. The Memorandum Of Understanding ("MOU") and the Settlement Agreement shall be admissible and subject to disclosure in any action brought to enforce the terms and conditions of this Settlement, notwithstanding the confidentiality provision, below.

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

76. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements in relation to settlement terms may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Agreement.

77. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

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

documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or Mediator to resolve such disagreement.

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

80. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

81. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

82. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

83. Adequacy of Consideration: The Parties agree that the consideration described herein constitutes adequate consideration for the Settlement and releases described herein.

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

85. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

86. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

87. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action, and Defendants will not be deemed to have

waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

88. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

90. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will 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 actions.

91. Neutral Employment Reference: Defendants agree that in the event that any potential or future employers of Plaintiffs request a reference regarding Defendants' employment of Plaintiffs, Defendants shall only provide Plaintiffs' dates of employment, job titles during employment, and final rate of pay. Defendants shall not refer to the Action or this Settlement. However, Plaintiffs acknowledge that the Action and this Settlement is publicly available, and they shall not seek to hold Defendants responsible for any potential or future employers learning of the existence of either.

92. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

93. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement,

and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

94. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

95. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking Court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. The Parties will work in good faith to reach an agreement approved by the Court.

96. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs, Class Counsel, Defendants and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

97. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

98. Submission to the LWDA: The Settlement Agreement shall be submitted by Plaintiffs to the LWDA within the time limits and as prescribed by law.

///

///

99. The foregoing sets forth all the material terms of the Settlement and supersedes all prior settlement discussions. In agreement of the foregoing, the Parties and the representatives of the Parties execute this Agreement below.

DATED: 8/14/2024

Karen Ellis

Ellensburg Lamb Company, Inc., dba Superior Farms

Name: Karen Ellis

Title: EVP HR, Secretary

DATED: 8/14/2024

Karen Ellis

Transhumance Holding Company, Inc.

Name: Karen Ellis

Title: EVP, HR, Secretary

DATED: ________________

Brenda Landeros, an individual

DATED: ________________

Rodrigo Reyes Zavala, an individual

99. The foregoing sets forth all the material terms of the Settlement and supersedes all prior settlement discussions. In agreement of the foregoing, the Parties and the representatives of the Parties execute this Agreement below.

DATED: ________________

____
Ellensburg Lamb Company, Inc., dba Superior Farms

Name: ______________________________

Title: ______________________________

DATED: ________________

____
Transhumance Holding Company, Inc.

Name: ______________________________

Title: ______________________________

DATED: Aug 12, 2024

____
Brenda Landeros, an individual

DATED: 12 ago 2024

____
Rodrigo Reyes Zavala, an individual

Exhibit B

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT

Landeros, et al. v. Ellensburg Lamb Company, Inc., et al.
Solano County Superior Court Case No. FCS058926

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	**All current and former non-exempt employees of Defendants Ellensburg Lamb Company, Inc., dba Superior Farms and/or Transhumance Holding Company, Inc. (collectively, "Defendants") in the state California who worked for Defendants at any time between September 26, 2018, and [DATE OF PRELIMINARY APPROVAL].**

BASIC INFORMATION

1. What is this settlement about?

Plaintiffs Brenda Landeros and Rodrigo Reyes Zavala (collectively, "Plaintiffs") filed a class action lawsuit against Defendants Ellensburg Lamb Company, Inc., dba Superior Farms and Transhumance Holding Company, Inc., entitled *Landeros, et al. v. Ellensburg Lamb Company, Inc., et al.*, Solano County Superior Court Case No. FCS058926 on September 26, 2022. The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs allege that Defendants failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). Defendants deny all alleged violations, deny violating any laws or failing to pay any wages to any current or former employees, and contend they complied with all applicable laws at all times alleged in Plaintiffs' lawsuit. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people, called the Class Representatives (in this case Plaintiffs), sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Solano County Superior Court (the "Court") is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiffs as the Class Representative, and appointed their attorneys at Liberation Law Group, P.C. as counsel for the Class ("Class Counsel").

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are a current or former non-exempt employee who worked for Defendants in California at any time between September 26, 2018 and [DATE OF PRELIMINARY APPROVAL].

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Six Hundred Thousand Dollars ($600,000) ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Two Hundred Ten Thousand ($210,000);

B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twelve Thousand Dollars ($12,000);

C. **Enhancement Payment to the Class Representatives** in an amount of Ten Thousand Dollars ($10,000) each, for a total of Twenty Thousand Dollars ($20,000);

D. **Settlement Administration Costs** which are currently estimated to be [AMOUNT OF SETTLEMENT ADMINISTRATOR'S QUOTED COST]; and

E. **PAGA Penalties** in the amount of Fifty Thousand Dollars ($50,000) for the settlement of claims arising under the Private Attorney's General Act of 2004 ("PAGA"). Seventy-Five percent (75%) of this amount, ($37,500) shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) ($12,500) will be distributed to current and former non-exempt employees of Defendants who worked for Defendants in California at any time between September 26, 2021 and [DATE OF PRELIMINARY APPROVAL].

The amount you are eligible to receive from the settlement, your "Individual Settlement Payment," will be determined on a *pro rata* basis, based on the number of weeks you worked in California as non-exempt employee of Defendants between September 26, 2018 and [DATE OF PRELIMINARY APPROVAL] ("Workweeks"). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX Workweeks during the class period. Your Individual Settlement Payment is $XXX.XX ((Settlement Class Member's Qualifying Workweeks ÷ All Qualifying Workweeks) x Net Settlement Amount). This amount is an estimate and is subject to change.

You worked XXX Pay Periods during the PAGA period. Your Individual PAGA Payment is $XXX.XX ((PAGA Class Member's Qualifying Pay Periods during the PAGA Period ÷ All Qualifying Pay Periods during the PAGA Period) x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.

This amount was determined based on Defendants' record of your employment between September 26, 2018 and [DATE OF PRELIMINARY APPROVAL], and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of weeks worked during the Class Period or pay periods worked during the PAGA Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by [DATE]. All disputes regarding your workweeks and pay periods will be resolved and decided by the Settlement Administrator following consultation with the Parties. However, the Court shall review and could reverse the Settlement Administrator's initial determination. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount by Defendants to the Settlement Administrator, Participating Class Members shall fully release and discharge the "Released Parties" from any and all "Released Class Claims" and "Released PAGA Claims" that accrued during the "Class Period."

The "Released Parties" means Defendants and their respective past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, staffing agencies joint employers, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, including factual claims regarding Defendants' alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of termination or resignation; (v) failure to provide timely pay wages during employment; (vi) failure to provide complete, accurate wage statements; (vii) failure to keep required payroll records; (viii) failure to reimburse necessary business expenses; and (ix) unfair business practices.

"Released PAGA Claims" means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in Plaintiffs' July 1, 2022, June 17, 2024, and August 7, 2024 PAGA Letters to the LWDA, and in the operative complaint including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699. The Released PAGA Claims also includes a release from the State of California (to the extent Plaintiffs are permitted to provide such a release for the State of California for the PAGA period).

The "Class Period" during which the release of Released Class Claims pertains is from September 26, 2018 and [DATE OF PRELIMINARY APPROVAL].

The "PAGA Period" during which the release of Released PAGA Claims pertains is from September 26, 2021 and [DATE OF PRELIMINARY APPROVAL].

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. <u>If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.</u>

8. How can I not participate in the Settlement?

To exclude yourself from the Class and the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such the following: : "I wish to exclude myself from the class settlement reached in the matter of *Brenda Landeros v. Ellensburg Lamb Company, Inc.*, et al., Solano County Superior Court, Case No. FCS058926, I understand that by excluding myself, I will not receive money from the settlement of my individual claims."

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. <u>You cannot exclude yourself by phone or any means other than those described in this Notice</u>.

[Settlement Administrator]
[Address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will <u>not</u> be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Liberation Law Group, P.C., as Class Counsel. These attorneys' contact information is set forth below:

LIBERATION LAW GROUP, P.C.
Arlo Garcia Uriarte
Un Kei Wu
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

Class Counsel will ask the Court for attorneys' fees of up to $210,000 and reimbursement of litigation cost/expenses of up to $12,000. This amount is subject to Court approval and the Court may award less than the requested amount.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court I want to object to the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement, and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, and request for exclusion are timely, will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and request for exclusion may not be considered. However, even if you do not submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at XXX a.m./p.m. on XXX, XXXX, at the Solano County Superior Court located at 580 Texas Street, Fairfield, California 94533 in Department 3. The Final Approval Hearing date may be continued without further notice to Class Members.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

The Court's Order and Judgment approving the settlement, whether favorable or not, will bind all members who do not request exclusion.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.__________com

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the Released Class Claims or Released PAGA Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days from the date on the check, these funds will be distributed to Capitol Pro Bono, 1860 Howe Avenue, Suite 130, Sacramento, California 95825.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at ________________ or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

Exhibit C

Reference No. 20240809-PJI-02

August 9, 2024

Un Kei Wu, Esq.
Liberation Law Group, P.C.
2760 Mission Street
San Francisco, CA 94110

RE: ***600 Class Members – Opt-Out Settlement***

Dear Un Kei,

Thank you for this opportunity to provide a quote for your settlement. Using the parameters you described, Simpluris' total estimated cost is $12,107. As a courtesy, we are applying a $3,107 discount, for a discounted total of $9,000. Conducting a re-distribution of unclaimed funds would add $3,310.72 to this total.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com

simpluris
3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20240809-PJI-02	Prepared By:	Patrick J. Ivie
Estimate Date:	8/9/2024	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	11/7/2024	Email:	pivie@simpluris.com

	Attorney Contact		Opposing Counsel Contact
Attorney:	**Un Kei Wu, Esq.**	Attorney:	
Firm:	Liberation Law Group, P.C.	Email:	
Email:	unkei@liberationlawgroup.com		

Case Name: ***600 Class Members Opt-Out Settlement***

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that
(1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate; (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	600	Undeliverable Rate:	10%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	85%
Opt-out Rate:	1%	Call Rate:	3%
Language(s) for Communication	EN/SP	Average Call Length:	3 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	Cy Pres	Number of Distributions:	1
State(s):	CA	Tax Year(s):	1
Length of Administration:	9 Months		

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	$110.00	3	$330.00
Case Document Web Postings	$225.00	1	$225.00
Database Manager - Initial Data Analysis	$125.00	2	$250.00
		Total:	**$805.00**

Notice and Communications

- Spanish translation of the class notice
- Assuming 8-page class Notice, sent via First Class US Mail, in English and Spanish

Category	Unit Value	# of Units	Total
Spanish Translation assuming 4,000 words	$0.25	4,000	$1,000.00
Bilingual Notice Packet - assuming 16 images	$3.20	600	$1,920.00
Postage	$0.72	600	$432.00
NCOA/CASS/LACS	$0.14	600	$84.00
Undeliverable Processing and Skip Trace	$0.32	60	$19.20
Remail Notice (assuming 85% skip trace success)	$4.20	51	$214.20
Remail Postage	$0.72	51	$36.72
Mailing Supervisor	$55.00	2	$110.00
		Total:	**$3,816.12**

Contact Center

- Establish case-specific toll-free number and 24/7 IVR - in English and Spanish
- Assuming 3-minute calls

Category	Unit Value	# of Units	Total
IVR Call Center Setup	$350.00	2	$700.00
IVR Monthly Maintenance	$95.00	9 Months	$855.00
IVR (includes toll-free number charges)	$15.00	1	$15.00
		Subtotal	**$1,570.00**

Administration

- Process incoming class and counsel communications, opt-outs, and objections

Category	Unit Value	# of Units	Total
Database Manager	$125.00	2	$250.00
Project Manager	$110.00	3	$330.00
Opt-out Processing	$1.75	6	$10.50
Reporting to Counsel (hours)	$100.00	5	$500.00
		Total:	**$1,090.50**

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments and tax documents
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	$125.00	3	$375.00
Disbursement Manager - Data Validation	$90.00	3	$270.00
Setup Banking Account/QSF	$675.00	1	$675.00
QSF Monthly Reconciliation and Maintenance	$125.00	5	$562.50
Print & Mail Distribution Check and Tax Docs	$0.60	600	$360.00
Postage	$0.72	600	$432.00
Process Returned Checks (assuming 5%)	$0.20	30	$6.00
Skip Trace Search Undeliverable Checks	$0.12	30	$3.60
Remail Checks (includes postage)	$1.70	30	$51.00
QSF Reporting	$500.00	1	$500.00
QSF Annual Tax Reporting and Reconciliation	$850.00	1	$850.00
Distribution Manager	$90.00	2	$180.00
		Total:	**$4,265.10**

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	$125.00	2	$250.00
Clerical-Clean Up Any Misc.	$45.00	2	$90.00
Project Manager-Wrap-up Final Issues	$110.00	2	$220.00
		Total:	**$560.00**

Total Estimated Cost of Administration:	**$12,107**
Less Client Courtesy Discount:	**-$3,107**
Discounted Total:	**$9,000**

Optional Services

- Unclaimed funds above a specific threshold to be redistributed to class member then to cy pres
- Assuming 85% of the class members cashed the checks

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	$125.00	1	$125.00
Disbursement Manager - Data Validation	$90.00	2	$180.00
QSF Monthly Reconciliation and Maintenance	$125.00	6	$750.00
Print & Mail Distribution Check and Tax Docs (85%)	$0.60	510	$306.00
Postage	$0.72	510	$367.20
Process Returned Checks (assuming 5%)	$0.20	26	$5.20
Skip Trace Search Undeliverable Checks	$0.12	26	$3.12
Remail Checks (includes postage)	$1.70	26	$44.20
QSF Reporting and Final Declaration	$500.00	1	$500.00
QSF Annual Tax Reporting and Reconciliation	$850.00	1	$850.00
Distribution Manager	$90.00	2	$180.00
		Total:	**$3,310.72**

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions (“Agreement”):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the “Services”) to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client’s representatives, employees, agents and or professionals (collectively, the “Client Parties”) with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client’s matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order,settlement agreement or similar document that provide for the payment of Simpluris’ fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris’ fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understoodthat such property is only being made available for Client’s use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company’s data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client’s claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris’ cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris’ omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.