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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Gerardo Corona, Everardo Vieyra Bolanos, and Jose Luis Ortiz Correa (together "Plaintiffs") and defendants Satsuma Farms, LLC, and Richard Uto ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendants captioned *Gerardo Corona, et al v. Satsuma Farms, LLC, et al.* Case No. 25CV001296 initiated on March 10, 2025 and pending in Superior Court of the State of California, County of Monterey.

1.2 "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 "Aggrieved Employees" means all current and former non-exempt employees who worked for Defendants within the State of California at any time during the PAGA Period.

1.5 "Class" means all current and former hourly-paid, non-exempt employees who are or were employed by Defendant Satsuma Farms LLC in California at any time during the Class Period.

1.6 "Class Counsel" means Solouki Savoy, LLP.

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

1.8 "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION

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SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from March 10, 2021 through April 13, 2026.

1.13 "Class Representatives" or "Plaintiffs" mean the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14 "Class Representatives Service Payments" means the payment to the Class Representatives for initiating their respective Actions and providing services in support of the Actions.

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

1.16 "Defendants" means named Defendants Satsuma Farms, LLC, and Richard Uto.

1.17 "Defense Counsel" means Noland Hamerly Etienne & Hoss.

1.18 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means Six Hundred Twenty Thousand Dollars and No/100 Cents ($620,000), which is the total maximum amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

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

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

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

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

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

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

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

1.30 "Notice of Objection" means a Class Member's written objection to the Settlement, which must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, telephone number, and last four digits of his or her Social Security Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing the Class Member with respect to his or her objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. Notices of Objection must be timely and properly submitted to the Administrator as detailed below.

1.31 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.32 "PAGA Period" means the period from March 7, 2024 through April 13, 2026.

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

1.34 "PAGA Notice" means the March 7, 2025 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) and the subsequent amended notices dated March 11, 2025 and July 23, 2025.

1.35 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, in the total amount of $33,833.33, allocated 35% to the Aggrieved Employees ($11,841.67) and the 65% to LWDA ($21,991.66) in settlement of PAGA claims.

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

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

1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

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

1.40 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41 "Released Parties" means: Satsuma Farms, LLC, and Richard Uto, and any and all of their respective former and present directors, officers, shareholders, partners, principals, consultants, related entities, parents, subsidiaries, managers, owners, members, employees, contractors, fiduciaries, beneficiaries, agents, affiliates, representatives, heirs, executors, attorneys, accountants, insurers, payroll companies, predecessors, successors, and assigns.

1.42 "Request for Exclusion" means a Class Member's timely and valid submission of a written request to be excluded from the Class Settlement signed by the Class Member. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Class Member or his or her authorized representative; (c) contain the full name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; and (d) clearly state that the Class Member does not wish to be included in the Settlement. Requests for Exclusion must be timely and properly submitted to the Administrator as detailed below.

1.43 "Response Deadline" means 45 days after the Administrator mails the Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may submit a Request for Exclusion, Notice of Objection, and/or dispute the number of Workweeks or PAGA Pay Periods attributed to him or her. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45 "Workweek" means any week during which a Class Member worked for Defendants for at least one day as a non-exempt employee, during the Class Period.

2. RECITALS

2.1 On March 10, 2025, Plaintiffs commenced this Action by filing a Class Action Complaint alleging causes of action against Defendants for (1) Failure to Provide Required Meal Periods, (2) Failure to Provide Required Rest and Recovery Periods, (3) Failure to Pay Overtime Wages, (4) Failure to Pay Minimum Wage, (5) Failure to Timely Pay Wages, (6) Failure to Pay All Wages Due to Discharged and Quitting Employees, (7) Failure to Maintain Required Records, (8) Failure to Furnish Accurate Itemized Statements, (9) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties, (10) Unfair Business Practices. On August 25, 2025 the Parties filed a stipulation for Plaintiffs to file a First Amended Complaint adding a cause of action under California's Private Attorneys General Act. As part of this Settlement, the Parties will stipulate that Plaintiffs can file a Second Amended Complaint ("SAC") in the Case to add Jose Luis Ortiz Correa as an additional named Plaintiff. The Second Amended Complaint will be the operative complaint in the Action (the "Operative

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Complaint").

2.2 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.4 On April 13, 2026, the Parties participated in a full-day mediation presided over by Craig J. Ackermann, Esq., at which time the Parties were able to come to a resolution.

2.5 Prior to mediation, Plaintiffs obtained, through informal discovery, a 20% sampling of time and payroll data for the putative class, policies, personnel files, and figures and information regarding the class size and composition. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.6 The Court has not granted class certification because the Parties engaged in mediation before any class certification briefing.

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

2.8 The Parties stipulate to certification of the Class for purposes of settlement only. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should the Court not grant Final Approval for whatever reason, or if judgment thereon should not become final, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate or inappropriate in a non-settlement context in this or any other proceeding.

2.9 The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions in the Action, as of the date on which the Settlement was reached. Plaintiffs will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Action, and Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendants promise to pay $620,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the

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Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of no more than Five Thousand Dollars and Zero Cents ($5,000) each, totaling Fifteen Thousand Dollars and Zero Cents ($15,000.00), (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the Final Approval motion, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33% of $620,000, which is currently estimated to be $206,666.00 and a Class Counsel Litigation Expenses Payment of not more than $25,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds

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Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $12,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $12,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and interest (the "Non-Wage Portions"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $33,833.33 to be paid from the Gross Settlement Amount, with 65% ($21,991.66) allocated to the LWDA PAGA Payment and 35% ($11,841.67) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($11,841.67) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator as follows: (i) 50% will be payable by Defendants to the settlement administrator 30 days from final approval; and (ii) the remaining 50% shall be payable on or before June 15, 2027.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment. Disbursement of the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

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checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Cy Pres Recipient chosen by the Parties, Center for Community Advocacy, so that there is no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, the State of California, and Class Counsel will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties (as defined above) as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, fully release and forever discharge Defendants and the Released Parties from all claims, complaints, costs, damages, demands, expenses, and liabilities of any nature and under any legal theory of liability whatsoever, arising from or relating to any transactions or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged in the Operative Complaint, or in Plaintiffs' PAGA Notice, or ascertained during the Action and released under paragraph 5.2, below; and (c) all claims arising out of or relating to Plaintiffs' employment with Defendants ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,

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notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Participating Class Members: Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge Defendants and the Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys' fees arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, in the Operative Complaint and/or ascertained in the course of the Action ("the Class Released Claims"). The Class Released Claims include any and all statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys' fees, or litigation costs, including but not limited to claims arising under California Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 350, 351, 510, 512, 558, 1021.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; the California Business and Professions Code section 17200, et seq.; and any IWC Wage Orders. The Class Released Claims include but are not limited to any and all claims involving any alleged unpaid overtime, unpaid meal period premiums, unpaid rest and recovery period premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid during employment, non-compliant wage statements, failure to keep requisite payroll records, failure to indemnify for necessary expenditures incurred in discharge of duties, and unfair business practices. Except as set forth in paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees and the State of California: All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge any and all claims against Defendants and the Released Parties for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action ("the PAGA Released Claims"). The PAGA Released Claims include but are not limited to claims for PAGA penalties arising out of alleged violations of

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California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 403, 404, 510, 512, 558, 1102.5, 1174, 1194, 1194.2, 1197, 1198, 2699, 2699.3, 2802 and any IWC Wage Orders, and any claims for PAGA penalties arising out of any alleged unpaid overtime, unpaid meal period premiums, unpaid rest and recovery period premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid during employment, non-compliant wage statements, failure to indemnify for necessary expenditures incurred in discharge of duties, or failure to keep requisite payroll records. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendants and the Released Parties any and all claims for PAGA civil penalties arising during the PAGA Period under the Labor Code or IWC Wage Orders that were, or reasonably could have been, alleged, in the Operative Complaint, or in the PAGA Notice, and/or ascertained in the course of the Action.

5.4 Preclusive Effect of Settlement Agreement: The terms of this Settlement Agreement and the Judgment are and shall be binding on Plaintiffs, Participating Class Members, and Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and on the State of California, and the terms of this Settlement Agreement and the Judgment shall have res judicata, collateral estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute Class Released Claims or PAGA Released Claims as set forth in this Agreement. Notwithstanding any other provision in this Agreement, this Agreement and the Judgment in the Action may be filed in any action against or by Defendants or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

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

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Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.2 Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Class Counsel agrees not to finalize or file any Motion for Preliminary Approval papers until Defense Counsel has approved those papers (approval of which will not be unreasonably withheld).

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

7. SETTLEMENT ADMINISTRATION.

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the

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Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Workweeks and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and any Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4 The deadlines for Class Members to submit Notices of Objection, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believes they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that clearly communicates the Class Member's election to be excluded from the

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Settlement and includes the Class Member's full name, address and email address or telephone number, and the last four digits of his or her Social Security Number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases of the Class Released Claims and PAGA Released Claims under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the PAGA Released Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by submitting a written dispute that: (a) contains the case name and number of the Action; (b) contains the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (c) contains a statement setting forth the number of Workweeks and/or PAGA Pay Periods during the Class Period that he or she contends is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Administrator by email or mail, postmarked no later than the Response Deadline. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of

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Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may submit a Notice of Objection to the Administrator, by fax, email, or mail, which must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, telephone number, and last four digits of his or her Social Security Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing the Class Member with respect to his or her objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. Any attorney who will represent an objector must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than the Response Deadline. A Participating Class Member who elects to send a written Notice of Objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and

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Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written Notices of Objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion

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identified in the Exclusion List exceeds 25, Defendants may, but are not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. **ESCALATOR CLAUSE.** Based on its records, Defendants estimate that as of the mediation, Class Members worked 35,680 Total Workweeks during the Class period. If the total Workweeks increases by more than 10%, Defendants will proportionately increase the Gross Settlement Amount (e.g., if the number of Workweeks is 11% higher than 35,680, the Gross Settlement Amount will be increased by 1%).

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval. The Parties shall agree on the Proposed Final Approval Order and Judgment before submission to the Court.

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

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

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

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

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

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

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

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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12.2 Nullification. If (a) the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter Judgment in the Action, or (c) the approval of the Settlement Agreement and/or the Court's Judgment is reversed, modified or declared or rendered void, or (d) Defendants elects to withdraw from this Agreement pursuant to Paragraph 8 above, then this Settlement Agreement and conditional class certification shall be considered null and void, and neither the Settlement Agreement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all parties to the Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may and will attempt in good faith to cure any perceived defects in the Settlement Agreement to facilitate approval.

12.3 No Publicity. Class Counsel shall not issue any press release related to this Settlement and shall not advertise this settlement on their respective websites in any manner that identifies: any of the parties by name; the case number; or the geographic location of any Defendants' place of business. Class Counsel shall not otherwise advertise or have any other public communication about this settlement. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

12.7 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.8 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

12.11 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

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

12.16 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

12.19 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

SOLOUKI & SAVOY, LLP
Grant Joseph Savoy
grant@soloukisavoy.com
Shoham J. Solouki
shoham@soloukiasvoy.com
316 W. 2nd Street, Suite 1200

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Los Angeles, CA 90012

To Defendants:

NOLAND HAMERLY ETIENNE & HOSS
Sharilyn R. Payne, Esq., SBN: 203700
Email: spayne@nheh.com
333 Salinas Street | P.O. Box 2510
Salinas, CA 93902
Phone: 831-424-1414
Fax: 831-424-1975

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

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

Dated: 11/5/2026

By: Firmado por: A236948C22D344F...
Plaintiff Gerardo Corona

Dated: 11/5/2026

By: Firmado por: Everardo Vieyra Bolanos CAC5B6A0895C4E6...
Plaintiff Everardo Vieyra Bolanos

Dated: 11/6/2026

By: Firmado por: 203FF8C5C7778465...
Plaintiff Jose Luis Ortiz Correa

Dated: 11/17/2026

By: Richard Uto Richard Uto (Nov 17, 2026 14:23:13 PST)
Defendant Satsuma Farms, LLC, et al

Name: Richard Uto

Title: Owner

Dated: 11/17/2026

By: Richard Uto Richard Uto (Nov 17, 2026 14:23:13 PST)
Defendant Richard Uto

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APPROVED AS TO FORM:

SOLOUKI & SAVOY, LLP

Dated: November 4, 2026

By: Shoham J. Solouki
Grant Joseph Savoy
Shoham J. Solouki
Counsel for Plaintiffs

NOLAND HAMERLY ETIENNE & HOSS

Dated: 11/17/2026

By: Sharilyn Payne

Sharilyn R. Payne
Counsel for Defendants

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EXHIBIT “A”

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COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Corona v. Satsuma Farms, LLC, et al. Case No. 25CV001296

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Satsuma Farms, LLC, et al ("Defendants") for alleged wage and hour violations. The Action was filed by former employees of Defendants, Gerardo Corona, Everardo Vieyra Bolanos, and Jose Luis Ortiz Correa ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of current and former non-exempt employees who worked for Defendants within the State of California at any time during the Class Period (March 10, 2021 through April 13, 2026); ("Class Members") and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees who worked for Defendants during the PAGA Period (March 7, 2024 through April 13, 2026) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $___ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked __ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement

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and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by _____**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.

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You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks and PAGA Pay Periods **Written Challenges Must be Submitted by** **_____**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages during employment and due upon termination, reimbursable expenses, and failing to provide meal periods, rest and recovery breaks, maintain required records, and furnish accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Solouki & Savoy, LLP ("Class Counsel").

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The

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Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay $620,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel's attorney's fees and expenses, Class Representatives' service payments, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement as follows: (i) 50% will be payable by Defendants to the settlement administrator at the earlier of 30 days from final approval; and (ii) the remaining 50% shall be payable on or before June 15, 2027.

2. Escalator Clause

Based on its records, Defendants estimate that as of the mediation, Class Members worked 35,680 Total Workweeks during the Class period. If the total Workweeks increases by more than 10%, Defendants will proportionately increase the Gross Settlement Amount (e.g., if the number of Workweeks is 11% higher than 35,680, the Gross Settlement Amount will be increased by 1%).

3. Defendants' Right To Withdraw

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 25, Defendants may, but are not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

4. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $206,666 to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $15,000 to Plaintiffs ($5,000 each) as Class Representatives Service Payments for initiating this action and providing services in support of the Actions.

   C. Up to $12,950 to the Administrator for services administering the

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Settlement.

D. Up to $33,833.33 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

5. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks.

6. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to interest and penalties ("Non-Wage Portions"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

7. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the Center for Community Advocacy, a non-profit organization that provides education, orientation and legal support to farmworkers and other low-income working families.

   If the monies represented by your check are sent to the Center for Community Advocacy, you will no longer be able to claim them.

   YOU MUST CASH OR DEPOSIT YOUR CHECK WITHIN 180 DAYS OF THE ISSUANCE DATE OR THE FUNDS WILL NO LONGER BE AVAILABLE TO YOU

8. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out.

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The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative that clearly communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full name, address and email address or telephone number, and the last four digits of his or her Social Security Number. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

9. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

10. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

11. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

    The Participating Class Members will be bound by the following release:

    > Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge Defendants and the Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys' fees arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, in the Operative Complaint and/or ascertained in the course of the Action ("the Class Released Claims"). The Class Released Claims include any and all statutory, constitutional, contractual, and/or common law claims for

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wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys' fees, or litigation costs, including but not limited to claims arising under California Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 350, 351, 510, 512, 558, 1021.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 the California Business and Professions Code section 17200, et seq.; and any IWC Wage Orders. The Class Released Claims include but are not limited to any and all claims involving any alleged unpaid overtime, unpaid meal period premiums, unpaid rest and recovery period premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid during employment, non-compliant wage statements, failure to keep requisite payroll records, failure to indemnify for necessary expenditures incurred in discharge of duties, and unfair business practices. Except as set forth in paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

12. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge any and all claims against Defendants and the Released Parties for civil penalties under Private Attorneys General Act ("PAGA") arising during the PAGA Period that were alleged, or reasonably could have been alleged, in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action ("the PAGA Released Claims"). The PAGA Released Claims include but are not limited to claims for PAGA penalties arising out of alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 403, 404, 510, 512, 558, 1102.5, 1174, 1194, 1194.2, 1197, 1198, 2699, 2699.3, and 2802 and any IWC Wage Orders, and any claims for PAGA penalties arising out of any alleged unpaid overtime, unpaid meal period premiums, unpaid rest and recovery period premiums, unpaid minimum wages, final wages not timely paid, wages not timely

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paid during employment, non-compliant wage statements, failure to indemnify for necessary expenditures incurred in discharge of duties, or failure to keep requisite payroll records. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendants and the Released Parties any and all claims for PAGA civil penalties arising during the PAGA Period under the Labor Code or IWC Wage Orders that were, or reasonably could have been, alleged, in the Operative Complaint, or in the PAGA Notice, and/or ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $11,841.67 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek and Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by submitting a written dispute that: (a) contains the case name and number of the Action; (b) contains the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (c) contains a statement setting forth the number of Workweeks and/or PAGA Pay Periods during the Class Period that he or she contends is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Administrator by email or mail, postmarked no later than the Response Deadline.. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check

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to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter that clearly communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full name, address and email address or telephone number, and the last four digits of his or her Social Security Number. The Administrator will exclude you based on any writing communicating your request to be excluded that is consistent with the above requirements. Be sure to personally sign your request, identify the Action as *Corona v. Satsuma Farms, LLC, et al, et al.* Case No. 25CV001296 and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by ____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees and Litigation Expenses stating the amount Class Counsel is requesting for attorneys' fees and litigation expenses. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____(url)_____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees and Litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written Notices of Objections to the Administrator is** _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. The Notice of Objection must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, telephone number, and last four digits of his or her Social Security

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Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) the full name, address, and telephone number of any attorney representing the Class Member with respect to his or her objection; and (e) copies of any papers, briefs, or other documents upon which the objection is based. Make sure you identify the Action *Corona v. Satsuma Farms, LLC, et al.* Case No. 25CV001296 and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on (_____ at __(time) in Department 14 of the Monterey Superior Court located at 1200 Aguajito Road, Monterey, CA 93940. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually if you wish.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____(url)_____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
SOLOUKI & SAVOY, LLP
Grant Joseph Savoy
grant@soloukisavoy.com
Shoham J. Solouki
shoham@soloukiasvoy.com
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012

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Settlement Administrator:
Name of Company: ILYM Group, Inc.
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, your funds will be sent to the Center for Community Advocacy.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

NOTIFICACIÓN APROBADA POR EL TRIBUNAL DE ACUERDO DE LA DEMANDA COLECTIVA Y FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL

Corona v. Satsuma Farms, LLC, et al. Caso No. 25CV001296

El Tribunal Superior para el Estado de California ha autorizado esta Notificación. ¡Léala atentamente!

No es correo basura, spam, un anuncio o una solicitud de un abogado. A usted no se le está demandando.

Usted puede ser eligible para recibir dinero de una demanda colectiva de empleados (la "Demanda") en contra de Satsuma Farms, LLC, et al (las "Partes Demandadas") por presuntas violaciones de salarios y horas. La Demanda fue presentada por ex empleados de las Partes Demandadas, Gerardo Corona, Everardo Vieyra Bolanos y Jose Luis Ortiz Correa (las "Partes Demandantes"), y busca el pago de (1) salarios atrasados y otra reparación para un colectivo de empleados no exentos actuales y anteriores que trabajaron para las Partes Demandadas dentro del Estado de California en cualquier momento durante el Periodo de la Demanda Colectiva (del 10 de marzo de 2021 al 13 de abril de 2026) (los "Miembros de la Demanda Colectiva"); y (2) las sanciones en virtud de la Ley del Procurador General Privado ("PAGA", por sus siglas en inglés) para todos los empleados no exentos actuales y anteriores que trabajaron para las Partes Demandadas durante el Periodo de la PAGA (del 7 de marzo de 2024 al 13 de abril de 2026) (los "Empleados Agraviados").

El Acuerdo propuesto tiene dos partes fundamentales: (1) un Acuerdo de la Demanda Colectiva que requiere que las Partes Demandadas financien Pagos Individuales de la Demanda Colectiva, y (2) un Acuerdo de la PAGA que requiere que las Partes Demandadas financien Pagos Individuales de la PAGA y paguen las sanciones a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California ("LWDA", por sus siglas en inglés).

Con base en los registros de las Partes Demandadas y las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Demanda Colectiva es de $_____ (menos la retención) y se estima que su Pago Individual de la PAGA es de $____.** La cantidad real que puede recibir probablemente será diferente y va a depender de una serie de factores. (Si no se indica ningún monto para su Pago Individual de la PAGA, entonces, de acuerdo con los registros de las Partes Demandadas, usted no es elegible para un Pago Individual de la PAGA bajo el Acuerdo porque no trabajó durante el Periodo de la PAGA).

Las estimaciones anteriores se basan en los registros de las Partes Demandadas que muestran que usted **trabajó _____ semanas de trabajo** durante el Periodo de la Demanda Colectiva y usted **trabajó _____ periodos de pago** durante el Periodo de la PAGA. Si usted cree que ha trabajado más semanas de trabajo o periodos de pago durante cualquiera de los periodos, puede presentar una disputa antes de la fecha límite. Vea la Sección 4 de esta Notificación.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado esta Notificación. El Tribunal aún no ha decidido si conceder la aprobación final o no. Sus derechos legales se ven afectados tanto si usted actúa como si no lo hace. Lea esta Notificación

atentamente. Se considerará que usted la ha leído atentamente y que la ha entendido. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprobar finalmente el Acuerdo o no y cuánto del Acuerdo se pagará a las Partes Demandantes y a los Abogados de las Partes Demandantes (los "Abogados de la Demanda Colectiva"). El Tribunal también va a decidir si dictar una sentencia que requiera que las Partes Demandadas realicen pagos en virtud del Acuerdo y requiera que los Miembros de la Demanda Colectiva y los Empleados Agraviados renuncien a sus derechos de afirmar ciertas reclamaciones en contra de las Partes Demandadas.

Si usted trabajó para las Partes Demandadas durante el Periodo de la Demanda Colectiva y/o el Periodo de la PAGA, tiene dos opciones básicas en virtud del Acuerdo:

(1) **Hacer Nada**. Usted no tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Demanda Colectiva y/o un Pago Individual de la PAGA. Sin embargo, como un Miembro Participante de la Demanda Colectiva, usted va a renunciar a su derecho de afirmar las reclamaciones salariales del Periodo de la Demanda Colectiva y las reclamaciones de sanciones del Periodo de la PAGA en contra de las Partes Demandadas.

(2) **Excluirse del Acuerdo de la Demanda Colectiva.** Usted puede excluirse del Acuerdo de la Demanda Colectiva (darse de baja) presentando la Solicitud de Exclusión por escrito o notificando de otra manera al Administrador por escrito. Si usted se excluye del Acuerdo, no va a recibir un Pago Individual de la Demanda Colectiva. Sin embargo, usted va a conservar su derecho de presentar personalmente reclamaciones de salario del Periodo de la Demanda Colectiva en contra de las Partes Demandadas, y, si es un Empleado Agraviado, va a seguir siendo elegible para un Pago Individual de la PAGA. Usted no puede excluirse de la porción de la PAGA del Acuerdo propuesto.

Las Partes Demandadas no van a tomar represalias contra usted por ninguna acción que realice con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO

Usted no tiene que Hacer Nada para formar parte del Acuerdo	Si usted no hace nada, será un Miembro Participante de la Demanda Colectiva, elegible para un Pago Individual de la Demanda Colectiva y un Pago Individual de la PAGA (en su caso). A cambio, usted va a renunciar a su derecho de presentar las reclamaciones de salarios en contra de las Partes Demandadas que están cubiertas por este Acuerdo (las Reclamaciones Liberadas).

Usted puede excluirse del Acuerdo de la Demanda Colectiva pero no del Acuerdo de la PAGA **La Fecha Límite para Excluirse es el ___**	Si usted no desea ser parte por completo del Acuerdo propuesto, puede excluirse del Acuerdo de la Demanda Colectiva enviando al Administrador una Solicitud de Exclusión por escrito. Tras su exclusión, usted va a ser un Miembro No Participante de la Demanda Colectiva y ya no será elegible para un Pago Individual de la Demanda Colectiva. Los Miembros No Participantes de la Demanda Colectiva no pueden objetar a ninguna parte del Acuerdo propuesto. Vea la Sección **6** de esta Notificación. Usted no puede excluirse de la porción de la PAGA del Acuerdo propuesto. Las Partes Demandadas deben realizar los Pagos Individuales de la PAGA a todos los Empleados Agravados y los Empleados Agravados deben renunciar a sus derechos de presentar las Reclamaciones Liberadas (definidas a continuación).
Los Miembros Participantes de la Demanda Colectiva pueden objetar al Acuerdo de la Demanda Colectiva pero no al Acuerdo de la PAGA **Las objeciones por escrito deben ser presentadas a más tardar el _____**	Todos los Miembros de la Demanda Colectiva que no se excluyan (los "Miembros Participantes de la Demanda Colectiva") pueden objetar a cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre si finalmente aprobar el Acuerdo o no va a incluir una determinación de cuánto se pagará a los Abogados de la Demanda Colectiva y a las Partes Demandantes que presentaron la Demanda en favor del Colectivo. Usted no es personalmente responsable de ningún pago a los Abogados de la Demanda Colectiva o a las Partes Demandantes, pero cada dólar pagado a los Abogados de la Demanda Colectiva y a las Partes Demandantes reduce la cantidad total pagada a los Miembros Participantes de la Demanda Colectiva. Usted puede objetar a los importes solicitados por los Abogados de la Demanda Colectiva o las Partes Demandantes si cree que son poco razonables. Vea la Sección **7** de esta Notificación.

Usted puede participar en la Audiencia de Aprobación Final del _____	La Audiencia de Aprobación Final del Tribunal está programada para llevarse a cabo el _____. Usted no tiene que asistir, pero sí tiene el derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio costo), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes de la Demanda Colectiva pueden objetar verbalmente al Acuerdo en la Audiencia de Aprobación Final. Vea la Sección **8** de esta Notificación.
Usted puede disputar el cálculo de sus Semanas de Trabajo y Periodos de Pago de la PAGA **Las disputas por escrito deben ser presentadas a más tardar el _____**	El importe de su Pago Individual de la Demanda Colectiva y Pago de la PAGA (en su caso) depende de cuántos Periodos de Pago usted trabajó al menos un día durante el Periodo de la Demanda Colectiva y cuántos Periodos de Pago trabajó al menos un día durante el Periodo de la PAGA, respectivamente. El número de Semanas de Trabajo y el número de Periodos de Pago de la PAGA que usted trabajó de acuerdo con los registros de las Partes Demandadas se indican en la primera página de esta Notificación. Si usted no está de acuerdo con cualquiera de estos números, debe disputarlo antes del _____. Vea la Sección **4** de esta Notificación.

1. ¿DE QUÉ SE TRATA LA DEMANDA?

Las Partes Demandantes son ex empleados de las Partes Demandadas. La Demanda acusa a las Partes Demandadas de violar las leyes de trabajo de California al no pagar los salarios de horas extra, los salarios mínimos, los salarios durante el empleo y adeudados al terminar el empleo, los gastos reembolsables y no proporcionar periodos para comer, periodos de descanso y de recuperación, mantener los registros requeridos y proporcionar declaraciones de salarios detalladas y precisas. Con base en las mismas reclamaciones, las Partes Demandantes también han presentado una reclamación por sanciones civiles en virtud de la Ley del Procurador General Privado de California (Código de Trabajo §§ 2698, y ss.) ("PAGA", por sus siglas en inglés). Las Partes Demandantes están representadas por abogados en la Demanda: Solouki & Savoy, LLP (los "Abogados de la Demanda Colectiva").

Las Partes Demandadas niegan rotundamente haber violado alguna ley o haber dejado de pagar algún salario, y sostienen que cumplieron con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE SE HAYA LLEGADO A UN ACUERDO EN LA DEMANDA?

Hasta el momento, el Tribunal no ha determinado si las Partes Demandadas o las Partes Demandantes tienen la razón sobre el fondo del asunto. Mientras tanto, las Partes Demandantes y las Partes Demandadas contrataron a un mediador neutral con experiencia en un esfuerzo para resolver la Demanda negociando un final para el caso por acuerdo (resolver el caso) en lugar de continuar el costoso y prolongado proceso de litigio. Las negociaciones tuvieron éxito. Al firmar un largo acuerdo de solución (el "Acuerdo") por escrito y solicitar conjuntamente al Tribunal que dicte una sentencia que le ponga fin a la Demanda y haga cumplir el Acuerdo, las Partes Demandantes y las Partes Demandadas han negociado un Acuerdo propuesto que está sujeto a la

Aprobación Final del Tribunal. Ambas partes están de acuerdo en que el Acuerdo propuesto es un compromiso de reclamaciones disputadas. Al aceptar el acuerdo, las Partes Demandadas no admiten ninguna violación ni conceden el fundamento de ninguna reclamación.

Las Partes Demandantes y los Abogados de la Demanda Colectiva creen firmemente que el Acuerdo es un buen trato para usted porque ellos creen que: (1) las Partes Demandadas han acordado pagar una cantidad justa, razonable y adecuada considerando la fuerza de las reclamaciones y los riesgos e incertidumbres de un litigio continuo; y (2) el Acuerdo es en el mejor interés de los Miembros de la Demanda Colectiva y de los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó esta Notificación y programó una audiencia para determinar la Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. Las Partes Demandadas van a pagar $620,000 como el Importe Bruto del Acuerdo (el Importe Bruto). Las Partes Demandadas han acordado depositar el Importe Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador va a usar el Importe Bruto del Acuerdo para realizar los Pagos Individuales de la Demanda Colectiva, los Pagos Individuales de la PAGA, los honorarios y gastos de abogados de los Abogados de la Demanda Colectiva, los pagos de servicio de los Representantes de la Demanda Colectiva, los gastos del Administrador y las sanciones a ser pagadas a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California (“LWDA”, por sus siglas en inglés). Asumiendo que el Tribunal otorgue la Aprobación Final, las Partes Demandadas van a financiar el Importe Bruto del Acuerdo de la siguiente manera: (i) el 50% va a ser pagadero por las Partes Demandadas al administrador del acuerdo dentro de los 30 días posteriores a la aprobación final; y (ii) el 50% restante va a ser pagadero el o antes del 15 de junio de 2027.

2. Cláusula de Escala Móvil

Con base en sus registros, las Partes Demandadas estiman que, a la fecha de la mediación, los Miembros de la Demanda Colectiva trabajaron un Total de 35,680 Semanas de Trabajo durante el periodo de la Demanda Colectiva. Si el total de Semanas de Trabajo aumenta en más de un 10%, las Partes Demandadas incrementarán proporcionalmente el Importe Bruto del Acuerdo (por ejemplo, si el número de Semanas de Trabajo es un 11% mayor que 35,680, el Importe Bruto del Acuerdo se incrementará en un 1%).

3. Derecho de las Partes Demandadas a Retirarse

Si el número de Solicitudes de Exclusión válidas identificadas en la Lista de Exclusión excede de 25, las Partes Demandadas podrán, pero no están obligadas a, optar por retirarse del Acuerdo. Las Partes acuerdan que, si las Partes Demandadas se retiran, el Acuerdo quedará anulado ab initio, no tendrá fuerza ni efecto alguno, y que ninguna de las Partes tendrá ninguna obligación posterior de cumplir con este Acuerdo; siempre que, sin embargo, las Partes Demandadas sigan siendo responsables del pago de todos los Gastos de Administración del Acuerdo en los que se haya incurrido hasta ese momento. Las Partes Demandadas deben notificar a los Abogados de la Demanda Colectiva y al Tribunal su elección de retirarse a más tardar siete días después de que el Administrador envíe la Lista de Exclusión final a los Abogados de la Defensa; las elecciones tardías no tendrán

efecto alguno.

4. Deducciones Aprobadas por el Tribunal del Importe Bruto. En la Audiencia de Aprobación Final, las Partes Demandantes y/o los Abogados de la Demanda Colectiva le van a solicitar al Tribunal que apruebe las siguientes deducciones del Importe Bruto, cuyo monto va a ser decidido por el Tribunal en la Audiencia de Aprobación Final:

   A. Un máximo de $206,666 para los honorarios de los abogados de los Abogados de la Demanda Colectiva y un máximo de $25,000 por sus gastos de litigio. Hasta la fecha, los Abogados de la Demanda Colectiva han trabajado e incurrido en gastos en la Demanda sin pago.

   B. Un máximo de $15,000 a las Partes Demandantes ($5,000 a cada una) como Pagos de Servicio de los Representantes de la Demanda Colectiva por iniciar esta demanda y prestar servicios en apoyo de las Demandas.

   C. Un máximo de $12,950 al Administrador por los servicios de administrar el Acuerdo.

   D. Un máximo de $33,833.33 para las Sanciones de la PAGA, asignando el 65% al Pago de la PAGA a la LWDA y el 35% en Pagos Individuales de la PAGA a los Empleados Agraviados con base en sus Periodos de Pago de la PAGA.

   Los Miembros Participantes de la Demanda Colectiva tienen el derecho a objetar a cualquiera de estas deducciones. El Tribunal va a considerar todas las objeciones.

5. Importe Neto del Acuerdo Distribuido a los Miembros de la Demanda Colectiva. Después de hacer las deducciones anteriores en cantidades aprobadas por el Tribunal, el Administrador va a distribuir el resto del Importe Bruto del Acuerdo (el "Importe Neto del Acuerdo") haciendo Pagos Individuales de la Demanda Colectiva a los Miembros Participantes de la Demanda Colectiva con base en sus Semanas de Trabajo.

6. Impuestos Adeudados por Pagos a los Miembros de la Demanda Colectiva. Las Partes Demandantes y las Partes Demandadas le están solicitando al Tribunal que apruebe una asignación del 15% de cada Pago Individual de la Demanda Colectiva a salarios gravables (la "Porción Salarial") y un 85% a intereses y sanciones (las "Porciones No Salariales"). La Porción Salarial está sujeta a retenciones y será informada en Formularios IRS W-2. Las Partes Demandadas van a pagar por separado los impuestos de nómina del empleador que deben en la Porción Salarial. Los Pagos Individuales de la PAGA se cuentan como multas en lugar de salarios a efectos fiscales. El Administrador va a informar los Pagos Individuales de la PAGA y las Porciones No Salariales de los Pagos Individuales de la Demanda Colectiva en Formularios IRS 1099.

   A pesar de que las Partes Demandantes y las Partes Demandadas han acordado estas asignaciones, ninguna de las partes le está dando ningún consejo sobre si sus Pagos son

imponibles o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos (incluyendo las sanciones e intereses sobre los impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Usted debe consultar a un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

7. Necesidad de Cobrar Rápidamente Cheques de Pago. El frente de cada cheque emitido por Pagos Individuales de la Demanda Colectiva y Pagos Individuales de la PAGA mostrará la fecha en que expira el cheque (la fecha de anulación). Si usted no lo cobra para la fecha de anulación, su cheque va a ser cancelado automáticamente y los fondos se enviarán al Center for Community Advocacy, una organización sin fines de lucro que brinda educación, orientación y apoyo legal a los trabajadores agrícolas y a otras familias trabajadoras de bajos ingresos.

   Si los fondos representados por su cheque se envían al Center for Community Advocacy, usted ya no va a poder reclamarlos.

   USTED DEBE COBRAR O DEPOSITAR SU CHEQUE DENTRO DE LOS 180 DÍAS POSTERIORES A LA FECHA DE EMISIÓN O LOS FONDOS YA NO ESTARÁN DISPONIBLES PARA USTED.

8. Solicitudes de Exclusión del Acuerdo de la Demanda Colectiva (Dadas de Baja). A usted se le tratará como un Miembro Participante de la Demanda Colectiva, que participa plenamente en el Acuerdo de la Demanda Colectiva, a menos que le notifique al Administrador por escrito, no más tarde del _____, que usted desea darse de baja. La manera más fácil de notificarle al Administrador es enviando una Solicitud de Exclusión por escrito y firmada antes de la Fecha Límite de Respuesta del _____. La Solicitud de Exclusión debe ser una carta de un Miembro de la Demanda Colectiva o de su representante que comunique claramente la elección del Miembro de la Demanda Colectiva de que se le excluya del Acuerdo e incluya el nombre completo, la dirección y la dirección de correo electrónico o el número de teléfono del Miembro de la Demanda Colectiva, y los últimos cuatro dígitos de su Número de Seguro Social. Los Miembros de la Demanda Colectiva Excluidos (es decir, los Miembros No Participantes de la Demanda Colectiva) no van a recibir Pagos Individuales de la Demanda Colectiva, pero van a conservar sus derechos de presentar personalmente reclamaciones de salarios y horas en contra de las Partes Demandadas.

   Usted no puede excluirse de la porción de la PAGA del Acuerdo. Los Miembros de la Demanda Colectiva que se excluyan del Acuerdo de la Demanda Colectiva (los Miembros No Participantes de la Demanda Colectiva) siguen siendo elegibles para los Pagos Individuales de la PAGA y están obligados a renunciar a su derecho de presentar las reclamaciones de la PAGA en contra de las Partes Demandadas sobre la base de los hechos del Periodo de la PAGA alegados en la Demanda.

9. El Acuerdo Propuesto quedará anulado si el Tribunal deniega la Aprobación Final. Es posible que el Tribunal se niegue a conceder la Aprobación Final del Acuerdo o que se niegue a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que se revoque en apelación. Las Partes Demandantes y las Partes Demandadas han

acordado que, en cualquiera de los dos casos, el Acuerdo quedará anulado: las Partes Demandadas no pagarán ningún dinero y los Miembros de la Demanda Colectiva no liberarán ninguna reclamación contra las Partes Demandadas.

10. Administrador. El Tribunal ha designado a una compañía neutral, ILYM Group, Inc. (el "Administrador"), para que envíe esta Notificación, calcule y realice los pagos y procese las Solicitudes de Exclusión de los Miembros de la Demanda Colectiva. El Administrador también va a resolver las Disputas de los Miembros de la Demanda Colectiva sobre los Periodo de Pago, va a enviar y reenviar por correo los cheques del acuerdo y los formularios de impuestos y va a realizar otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de esta Notificación.

11. Liberación de los Miembros Participantes de la Demanda Colectiva. Después de que la Sentencia se vuelva definitiva y las Partes Demandadas hayan financiado por completo el Importe Bruto del Acuerdo y haya pagado por separado todos los impuestos de nómina del empleador, los Miembros Participantes de la Demanda Colectiva tendrán legalmente prohibido presentar cualquiera de las reclamaciones liberadas bajo el Acuerdo. Esto significa que, a menos que usted se haya excluido de manera válida del Acuerdo de la Demanda Colectiva, no puede demandar, continuar demandando o ser parte de cualquier otra demanda en contra de las Partes Demandadas o entidades relacionadas por salarios con base en los hechos del Periodo de la Demanda Colectiva, según lo alegado en la Demanda y resuelto por este Acuerdo.

    Los Miembros Participantes de la Demanda Colectiva estarán sujetos a la siguiente liberación:

> Las Partes Demandantes y todos los Miembros Participantes de la Demanda Colectiva, en nombre propio y de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan de manera completa y exoneran para siempre a las Partes Demandadas y a las Partes Liberadas de todas las reclamaciones, causas de acción, derechos, demandas, sanciones, costos y honorarios de abogados que surjan durante el Periodo de la Demanda Colectiva bajo la ley estatal, federal o local que se alegaron, o que razonablemente se podrían haber alegado, en la Denuncia Operativa y/o se afirmaron en el curso de la Demanda ("las Reclamaciones Liberadas de la Demanda Colectiva"). Las Reclamaciones Liberadas de la Demanda Colectiva incluyen todas y cada una de las reclamaciones estatutarias, constitucionales, contractuales y/o del derecho consuetudinario por salarios, reembolsos, daños, sanciones, restitución, daños y perjuicios liquidados, intereses, honorarios de abogados o costos de litigio, incluyendo, entre otros, las reclamaciones que surjan bajo las secciones del Código de Trabajo de California 200, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 350, 351, 510, 512, 558, 1021.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 y 2802; la sección 17200 del Código de Negocios y Profesiones de California, y ss.; y cualquier Orden de Salarios de la IWC. Las Reclamaciones Liberadas de la Demanda Colectiva

incluyen, pero no se limitan a, todas y cada una de las reclamaciones que involucren cualquier presunto tiempo de horas extra no pagado, primas por periodos para comer no pagadas, primas por periodos de descanso y recuperación no pagadas, salarios mínimos no pagados, salarios finales no pagados oportunamente, salarios no pagados oportunamente durante el empleo, declaraciones de salario no conformes, falta de mantenimiento de los registros de nómina obligatorios, falta de indemnización por los gastos necesarios incurridos en el desempeño de sus funciones y prácticas comerciales desleales. Excepto como se establece en el párrafo 5.3 de este Acuerdo, los Miembros Participantes de la Demanda Colectiva no liberan ninguna otra reclamación, incluyendo las reclamaciones por beneficios adquiridos, despido injustificado, la violación de la Ley de Empleo y Vivienda Justa, seguro de desempleo, discapacidad, seguridad social, compensación de los trabajadores o reclamaciones con base en los hechos que ocurrieron fuera del Periodo de la Demanda Colectiva.

12. Liberación de la PAGA de los Empleados Agraviados. Después de que la sentencia del Tribunal se vuelva definitiva, y que las Partes Demandadas hayan pagado el Importe Bruto del Acuerdo y haya pagado por separado los impuestos de nómina a cargo del empleador, todos los Empleados Agraviados tendrán prohibido presentar reclamaciones de la PAGA en contra de las Partes Demandadas, independientemente de si excluyen o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluyendo aquellos que son Miembros Participantes de la Demanda Colectiva y aquellos que se excluyan del Acuerdo de la Demanda Colectiva, no pueden demandar, continuar demandando o formar parte de ninguna otra reclamación de la PAGA en contra de las Partes Demandadas o sus entidades relacionadas con base en los hechos del Periodo de la PAGA alegados en la Demanda y resueltos por este Acuerdo.

    Las Liberaciones de los Empleados Agraviados para los Miembros Participantes y No Participantes de la Demanda Colectiva son las siguientes:

    Todos los Miembros de la Demanda Colectiva que son Empleados Agraviados, independientemente de si son Miembros Participantes de la Demanda Colectiva o Miembros No Participantes de la Demanda Colectiva, en nombre propio y de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, junto con el Estado de California, liberan de manera completa y exoneran para siempre todas y cada una de las reclamaciones contra las Partes Demandadas y las Partes Liberadas por sanciones civiles bajo la Ley del Procurador General Privado (“PAGA”, por sus siglas en inglés) que surjan durante el Periodo de la PAGA que se alegaron, o que razonablemente se podrían haber alegado, en la Denuncia Operativa, en la Notificación de la PAGA y/o se afirmaron en el curso de la Demanda (“las Reclamaciones Liberadas de la PAGA”). Las Reclamaciones Liberadas de la PAGA incluyen, pero sin limitarse a, las reclamaciones por sanciones de la PAGA derivadas de las presuntas violaciones de las secciones del Código de Trabajo de California 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 403, 404, 510, 512, 558, 1102.5, 1174, 1194, 1194.2, 1197, 1198, 2699, 2699.3 y 2802 y de cualquier

Orden de Salarios de la IWC, y cualquier reclamación por sanciones de la PAGA derivada de cualquier presunto tiempo de horas extra no pagado, primas por periodos para comer no pagadas, primas por periodos de descanso y recuperación no pagadas, salarios mínimos no pagados, salarios finales no pagados oportunamente, salarios no pagados oportunamente durante el empleo, declaraciones de salario no conformes, falta de indemnización por los gastos necesarios incurridos en el desempeño de sus funciones o falta de mantenimiento de los registros de nómina obligatorios. Tras la Fecha de Entrada en Vigor y del financiamiento total del Importe Bruto del Acuerdo, se prohibirá para siempre que las Partes Demandantes, todos los Empleados Agraviados y el Estado de California ejerzan contra las Partes Demandadas y las Partes Liberadas todas y cada una de las reclamaciones por sanciones civiles de la PAGA que surjan durante el Periodo de la PAGA bajo el Código de Trabajo o las Órdenes de Salarios de la IWC que se alegaron, o que razonablemente se podrían haber alegado, en la Denuncia Operativa, o en la Notificación de la PAGA, y/o se afirmaron en el curso de la Demanda.

4. ¿CÓMO VA A CALCULAR MI PAGO EL ADMINISTRADOR?

1. Pagos Individuales de la Demanda Colectiva. El Administrador va a calcular los Pagos Individuales de la Demanda Colectiva al (a) dividir el Importe Neto del Acuerdo por el número total de Semanas de Trabajo trabajadas por todos los Miembros Participantes de la Demanda Colectiva y (b) multiplicar el resultado por el número de Semanas de Trabajo trabajadas por cada Miembro Participante de la Demanda Colectiva individual.

2. Pagos Individuales de la PAGA. El Administrador va a calcular los Pagos Individuales de la PAGA al (a) dividir $11,841.67 por el número total de Periodos de Pago de la PAGA trabajados por todos los Empleados Agraviados y (b) multiplicar el resultado por el número de Periodos de Pago de la PAGA trabajados por cada Empleado Agraviado individual.

3. Disputas de Semanas de Trabajo y Periodos de Pago. El número de Semanas de Trabajo que usted trabajó durante el Periodo de la Demanda Colectiva y el número de Periodos de Pago de la PAGA que trabajó durante el Periodo de la PAGA, según constan en los registros de las Partes Demandadas, se indican en la primera página de esta Notificación. Usted tiene hasta el _____ para disputar el número de Semanas de Trabajo y/o Periodos de Pago de la PAGA que se le acreditan. Usted puede presentar su objeción enviando una disputa por escrito que: (a) contenga el nombre del caso y el número de la Demanda; (b) contenga el nombre completo, la dirección, el número de teléfono, la firma y los últimos cuatro dígitos del número de Seguro Social del Miembro de la Demanda Colectiva; (c) contenga una declaración que establezca el número de Semanas de Trabajo y/o Periodos de Pago de la PAGA durante el Periodo de la Demanda Colectiva que él o ella sostenga que es correcto y adjunte cualquier documentación relevante en apoyo; y (d) se envíe al Administrador por correo electrónico o correo postal, con un matasello de más tardar la Fecha Límite de Respuesta. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

Usted necesita respaldar su disputa enviando copias de sus recibos de pago u otros registros. El Administrador va a aceptar los cálculos de las Partes Demandadas de las Semanas de Trabajo y/o Periodos de Pago de la PAGA, tomando los registros de las Partes Demandadas como precisos a menos que usted envíe copias de registros que contengan información contraria. Usted debe enviar copias en lugar de los originales porque los documentos no le serán devueltos. El Administrador va a resolver las disputas de las Semanas de Trabajo y/o los Periodos de Pago de la PAGA con base en lo que usted presente y los aportes de los Abogados de la Demanda Colectiva (que abogarán en nombre de los Miembros Participantes de la Demanda Colectiva) y los Abogados de las Partes Demandadas. La decisión del Administrador es definitiva. Usted no puede apelar ni disputar de otra manera su decisión definitiva.

5. ¿CÓMO ME VAN A PAGAR?

1. Miembros Participantes de la Demanda Colectiva. El Administrador enviará, mediante el correo de los EE. UU., un único cheque a cada Miembro Participante de la Demanda Colectiva (es decir, cada Miembro de la Demanda Colectiva que no se excluya), incluyendo aquellos que también califican como Empleados Agraviados. El cheque único va a combinar el Pago Individual de la Demanda Colectiva y el Pago Individual de la PAGA.

2. Miembros No Participantes de la Demanda Colectiva. El Administrador enviará, mediante el correo de los EE. UU., un único cheque individual del Pago de la PAGA a cada Empleado Agraviado que se excluya del Acuerdo de la Demanda Colectiva (es decir, cada Miembro No Participante de la Demanda Colectiva).

Su cheque le será enviado a la misma dirección que esta Notificación. Si usted cambia su dirección, asegúrese de notificarlo al Administrador lo antes posible. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE LA DEMANDA COLECTIVA?

Presentando una carta firmada y por escrito que comunique claramente la elección del Miembro de la Demanda Colectiva de que se le excluya del Acuerdo e incluya el nombre completo, la dirección y la dirección de correo electrónico o el número de teléfono del Miembro de la Demanda Colectiva, y los últimos cuatro dígitos de su Número de Seguro Social. El Administrador le excluirá con base en cualquier escrito que comunique su solicitud para que se le excluya que sea conforme con los requisitos anteriores. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Corona v. Satsuma Farms, LLC, et al, et al.* Caso No. 25CV001296, e incluir sus datos de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y el número de seguro social para fines de verificación). Debe hacer la solicitud por cuenta propia. Si alguien más hace la solicitud por usted, esta no será válida. **Se debe enviar al Administrador su solicitud de exclusión a más tardar el _____ o no será válida.** La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

7. ¿CÓMO PUEDO OBJETAR EL ACUERDO?

Sólo los Miembros Participantes de la Demanda Colectiva tienen el derecho de objetar el Acuerdo. Antes de decidir si desea objetar, es posible que usted quiera ver lo que las Partes Demandantes y las Partes Demandadas le están solicitando al Tribunal que apruebe. Al menos 16 días judiciales antes de la Audiencia de Aprobación Final del ____, los Abogados de la Demanda Colectiva y/o las Partes Demandantes van a presentar ante el Tribunal (1) una Moción de Aprobación Final que incluya, entre otras cosas, las razones por las cuales el Acuerdo propuesto es justo, y (2) una Moción para los Honorarios y Gastos de Litigio indicando el importe que los Abogados de la Demanda Colectiva están solicitando para los honorarios y gastos de litigio de los abogados. A solicitud razonable, los Abogados de la Demanda Colectiva (cuya información de contacto se encuentra en la Sección 9 de esta Notificación) le enviarán copias de estos documentos sin costo alguno para usted. También puede verlos en el Sitio Web del Administrador (url).

Los Miembros Participantes de la Demanda Colectiva que no estén de acuerdo con cualquier aspecto del Acuerdo, de la Moción de Aprobación Final y/o la Moción de los Honorarios y los Gastos de Litigio pueden desear objetar, por ejemplo, que el Acuerdo propuesto no es justo o que los importes solicitados por los Abogados de la Demanda Colectiva o por las Partes Demandantes son muy altos o muy bajos. **La fecha límite para enviar las Notificaciones de Objeciones por escrito al Administrador es el _____.** Asegúrese de decirle al Administrador qué es lo que objeta, por qué lo objeta y cualquier hecho que respalde su objeción. La Notificación de Objeción debe incluir: (a) el nombre del caso y el número de la Demanda; (b) el nombre completo, la firma, la dirección, el número de teléfono y los últimos cuatro dígitos del número de Seguro Social del objetor; (c) una declaración por escrito de todos los fundamentos de la objeción acompañada de cualquier respaldo legal para dicha objeción; (d) el nombre completo, la dirección y el número de teléfono de cualquier abogado que represente al Miembro de la Demanda Colectiva con respecto a su objeción; y (e) copias de cualquier escrito, instrumento u otros documentos en los que se base la objeción. Asegúrese de identificar la Demanda *Corona v. Satsuma Farms, LLC, et al.* Caso No. 25CV001296 e incluir su nombre, dirección actual, número de teléfono y las fechas aproximadas de empleo para las Partes Demandadas y firmar la objeción. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

Alternativamente, los Miembros Participantes de la Demanda Colectiva pueden objetar (o contratar de manera personal a un abogado a su propio costo) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado/a para decirle al Tribunal qué es lo que objeta, por qué lo objeta y cualquier hecho que respalde su objeción. Vea la Sección 8 de esta Notificación (inmediatamente a continuación) para conocer los detalles específicos sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no tiene la obligación de, asistir a la Audiencia de Aprobación Final el (_____ a las (hora) en el Departamento 14 del Tribunal Superior de Monterey, ubicado en 1200 Aguajito Road, Monterey, CA 93940. En la Audiencia, el juez va a decidir si conceder la Aprobación Final del Acuerdo y qué tanto del Importe Bruto

se pagará a los Abogados de la Demanda Colectiva, a las Partes Demandantes y al Administrador. El Tribunal invitará a los objetores, a los Abogados de la Demanda Colectiva y a los Abogados de la Defensa a dar sus comentarios antes de tomar una decisión. Usted puede asistir (o contratar a un abogado para que asista) ya sea de manera personal o virtual si así lo desea.

Es posible que el Tribunal reprograme la Audiencia de Aprobación Final. Usted debe consultar el sitio web del Administrador _____ de antemano o ponerse en contacto con los Abogados de la Demanda Colectiva para verificar la fecha y la hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que las Partes Demandadas y las Partes Demandantes han prometido hacer en virtud del Acuerdo propuesto. La manera más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web del Administrador en _____(url)___. Usted también puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Demanda Colectiva o al Administrador usando la información de contacto indicada a continuación.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Demanda Colectiva:
SOLOUKI & SAVOY, LLP
Grant Joseph Savoy
grant@soloukisavoy.com
Shoham J. Solouki
shoham@soloukiasvoy.com
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012

Administrador del Acuerdo:
Nombre de la Empresa: ILYM Group, Inc.
Dirección de Correo Electrónico:
Dirección Postal:
Teléfono:
Número de Fax:

10. ¿QUÉ OCURRE SI PIERDO MI CHEQUE DEL ACUERDO?

Si usted pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador va a reemplazarlo siempre y cuando usted solicite un reemplazo antes de la fecha de vencimiento en el frente del cheque original. Si su cheque ya está anulado, sus fondos se enviarán al Center for Community Advocacy.

11. ¿QUÉ OCURRE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, usted debe notificarle de inmediato al Administrador si se muda o si cambia su dirección postal de cualquier manera.