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Attorneys for Defendant
SELECT HARVEST USA, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MERCED**

PAULINA CARDENAS, an individual;	)	CASE NO. 23CV-00532
YVONNE ROJAS, an individual; and on	)	
behalf of all others similarly situated,	)	Assigned for All Purposes to:
	)	Hon. Stephanie L. Jamieson
Plaintiffs,	)	
	)	JOINT STIPULATION OF CLASS
vs.	)	ACTION AND PAGA SETTLEMENT
	)	
SELECT HARVEST USA, LLC; and DOES	)	
1-50,	)	
	)	Complaint filed: October 28, 2022
Defendants.	)	Trial date: Not Set

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Paulina Cardenas and Yvonne Rojas (“Plaintiffs”), individually and on behalf of all other similarly situated and alleged aggrieved employees, and as a representative of the State of California on the one hand, and Defendant Select Harvest USA, LLC (“Defendant”) on the other hand in the lawsuit entitled *Paulina Cardenas, et al. v. Select Harvest USA, LLC, et al.*, filed in the Merced County Superior Court, Case No. 23CV-00532. Plaintiffs and Defendant

1 shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the
2 Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject
3 to the terms and conditions of this Agreement.

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6 DEFINITIONS

7 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class
8 Action and PAGA Settlement.

9 2. “Action” means the court action entitled “*Paulina Cardenas, et al. v. Select*
10 *Harvest USA, LLC, et al.*,” Merced County Case No. 23CV-00532, initiated on or around October
11 28, 2022, as well as the claims asserted in Plaintiffs’ correspondence of August 3, 2022 to the
12 Labor and Workforce Development Agency seeing penalties against Defendant for alleged
13 violations under the California Labor Code under the Private Attorneys General Act of 2004
14 (hereinafter the “LWDA Letter.”).

15 3. “Class Counsel” means Kenneth A. Goldman of the Law Office of Kenneth A.
16 Goldman. The term “Class Counsel” shall be used synonymously with the term “Plaintiffs’
17 Counsel.”

18 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s
19 litigation and resolution of the Action and their expenses and costs incurred in connection with
20 the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request
21 attorneys’ fees not to exceed thirty-five (35%) of the Gross Settlement Amount, *i.e.* Three
22 Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) and the reimbursement of
23 reasonable costs and expenses associated with the litigation and settlement of the Action, up to
24 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), subject to the Court’s approval.
25 Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of
26 reasonable costs and expenses in the amount set forth above.

27 5. “Class List” means a complete list of all Class Members that Defendant will in
28 good faith compile from its records and provide to the Settlement Administrator within Thirty
(30) calendar days after the Court enters an Order granting Preliminary Approval of this

1 Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet
2 and will include Class Members': (1) full name; (2) last known home address; (3) last known
3 telephone number; (4) social security number; (5) total Workweeks during the Class Period; (6)
4 total Pay Periods during the PAGA Period; and (7) any other reasonable information required
5 by the Settlement Administrator in order to effectuate the terms of the Settlement. This is a
6 material term of the Settlement, and if Defendant fails to comply, Plaintiffs shall have the right
7 to void the Settlement.

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

10 7. "Class Period" means the period from October 18, 2018, through May 17, 2024,
11 and excluding any persons other than Plaintiffs who are currently represented by counsel and
12 have a civil action pending and also excluding any persons who opt-out of the class.

13 8. "Class Representatives" means Plaintiffs Paulina Cardenas and Yvonne Rojas in
14 their capacity as representatives of the Class Members.

15 9. "Class Representative Enhancement Payment" means the amount that the Court
16 authorizes to be paid to each of the Plaintiffs, in addition to any payment that Plaintiffs receive
17 for their Individual Settlement Payments, as defined below, in recognition of the effort and risk
18 that they have taken in assisting with the prosecution of the Action and in exchange for a General
19 Release of their claims, respectively, as provided herein.

20 10. "Court" means the Superior Court of the State of California for the County of
21 Merced.

22 11. "Defendant" means Select Harvest USA, LLC.

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

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

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

7 15. “General Release” means the broader release of all claims by Plaintiffs in the
8 Action, which is in addition to Plaintiffs’ release of claims as a Participating Class Member.

9 16. “Gross Settlement Amount” means the sum of One Million Dollars and Zero
10 Cents (\$1,000,000.00) which shall be paid by Defendant into a Qualified Settlement Fund
11 (“QSF”). The Gross Settlement Amount is non-reversionary, no portion of the Gross Settlement
12 Amount will return to Defendant and includes: (1) payments to the Class, (2) Class Counsel’s
13 fees, (3) Class Counsel’s costs, (4) Settlement Administration Costs, (5) Class Representative
14 Enhance Payment to Plaintiffs; and (6) the PAGA Payment to the LWDA and PAGA Members.
15 The Gross Settlement Amount is exclusive of employer’s share of any applicable payroll taxes,
16 and any such employer-side payroll taxes shall be paid by Defendant separately and in addition
17 to the Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-
18 side payroll taxes shall be the maximum amount that Defendant is required to pay under the
19 Settlement, except as described in paragraph 39 below. If the Agreement is voided, then the
20 time for Plaintiffs to bring class and/or aggrieved employee claims, will be tolled from the date
21 that this Agreement is fully executed. The Gross Settlement Amount shall be funded in equal
22 installments of \$27,777.78 over a period of 36 months, with the first payment due within 30
23 days after the Court grants preliminary approval of the Agreement and shall be held in an
24 interest-bearing account maintained by the Administrator acting in its role as custodian of the
25 Gross Settlement Amount. Thereafter, Defendant shall continue to fund the Gross Settlement
26 Amount on a monthly basis for a maximum yearly contribution of \$333,333.33 up to 36-months.
27 Defendant shall not be penalized for funding the Gross Settlement Amount before expiration of
28 the 36-month period; however, under no circumstance shall Defendant be obligated to fund the
Gross Settlement Amount in a manner inconsistent with the Parties’ Agreement. In the event

1 that the Court does not grant Final Approval, all funds held in escrow shall be immediately
2 returned to Defendant, plus any accrued interest. However, any costs or fees actually incurred
3 by the Administrator shall be paid from the escrow account prior to the return.

4 17. "Individual Settlement Payment" means the amount payable from the Net
5 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
6 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
7 Payments shall be paid by a Settlement Check made payable to Participating Class Members
8 and/or PAGA Members.

9 18. "Net Settlement Amount" means the funds available for payments to the Class,
10 which shall be amount remaining after the following amounts are deducted from the Gross
11 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
12 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiffs; and (5) the
13 PAGA Payment to the LWDA and PAGA Members.

14 19. "Notice" means the Notice of Class Action Settlement in a form substantially
15 similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed
16 to Class Members' last known addresses, and which will provide Class Members with
17 information regarding the Action and information regarding the settlement of the Action.

18 20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
(Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

19 21. "PAGA Payment" means the payment to the State of California Labor and
20 Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the
21 total amount allocated toward penalties under the PAGA and payments to the PAGA Members
22 of their (25%) share of the total amount allocated toward penalties under the PAGA, all of which
23 are to be paid from the Gross Settlement Amount. The Parties have agreed that Forty Thousand
24 Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount will be allocated toward
25 penalties under the PAGA of which Thirty Thousand Dollars and Zero Cents (\$30,000.00) will
26 be paid to the LWDA and Ten Thousand Dollars and Zero Cents (\$10,000.00) will be distributed
27 to PAGA Members on a *pro rata* basis based on Pay Periods worked by the PAGA Members
28 within the PAGA Period. PAGA Members will receive payment from the employee portion of

1 the PAGA Payment and will be deemed to have released any claims arising out of PAGA
2 regardless of their decision to participate in the class action if the PAGA Payment is approved
3 by the Court.

4 22. “PAGA Period” means the period from August 10, 2021, through May 17, 2024.

5 23. “PAGA Members” means Class Members who were employed by Defendant
6 during the PAGA Period.

7 24. “Parties” means Plaintiffs and Defendant and “Party” shall mean either Plaintiffs
8 or Defendant, individually.

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

12 26. “Plaintiffs” means Paulina Cardenas and Yvonne Rojas.

13 27. “Preliminary Approval” means the Court Order granting Preliminary Approval of
14 the Settlement Agreement.

15 28. “Objection” means a Class Member’s valid and timely written objection to the
16 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response
17 Deadline and include: (a) the objector’s full name, signature, address, telephone number, the
18 approximate dates of employment at Defendant’s in California, last four digits of the Class
19 Member’s social security number or employee ID number; (b) the case name and number; (c) a
20 written statement of all grounds for the objection accompanied by legal support, if any, for such
21 objection; (d) copies of any papers, briefs, or other documents upon which the objection is
22 based, if any; and (e) a statement describing whether the objector intends to appear at the Final
23 Approval Hearing, either in person or through counsel at the Class Member’s expense.

24 29. “Released Class Claims” means all claims, charges, complaints, liens, demands,
25 causes of action, obligations, damages and liabilities, known or unknown, suspected or
26 unsuspected, that each participating class member had, now has, or may hereafter claim to have
27 against Defendant Select Harvest USA, LLC, its agents, officers, employees, directors, owners,
28 subsidiaries, insurers, DBA’s, affiliates and predecessor, and parent companies, (“Released
Parties”) and that were asserted in the Action, or that arise from or could have been asserted

1 based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures,
2 statements, omissions or failures to act alleged in Plaintiffs' Complaint, regardless of whether
3 such claims arise under federal, state and/or local law, statute, ordinance, regulation, common
4 law, or other source of law ("the Released Claims"). The Released Claims specifically include
5 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1174.1, 1182.12, 1194,
6 1194.2, 1197, and the related IWC Wage Orders and Business & Professions Code §§ 17200,
7 et seq. claims based on alleged violations of these Labor Code and Wage Order provisions) and
8 all other claims, such as those under the California Labor Code, Wage Orders, regulations,
9 and/or other provisions of law, that could have been pleaded based on the facts asserted in the
10 Action, including: (1) failure to pay all wages earned, (2) failure to pay minimum wages, (3)
11 failure to pay overtime, (4) failure to pay wages timely upon cessation of employment, (5)
12 failure to furnish accurate wage statements, (6) failure to provide compliant meal periods, (7)
13 failure to provide paid rest breaks, (8) failure to pay accrued vacation upon separation of
14 employment, (9) unfair business practices; and all interest, fees, and costs ("Released Claims").
15 The enumeration of these specific statutes shall neither enlarge or narrow the scope of *res*
16 *judicata* based on the claims that were asserted in the Action or could have been asserted in the
17 Action based on the facts and circumstances alleged in any Complaint on file in the Action.

18 30. "Released PAGA Claims" means all any and all claims that could have been
19 asserted by the Labor Commissioner against Select Harvest based on Labor Code sections §§
20 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and the related IWC
21 Wage Orders. The PAGA Release shall be limited to the claims asserted in Plaintiffs' PAGA
22 Notice.

23 31. "Released Parties" means Defendant Select Harvest USA, LLC as named by
24 Plaintiffs in the operative complaint, and its past, present and/or future, direct and/or indirect,
25 officers, directors, members, managers, agents, representatives, attorneys, insurers, partners,
26 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
27 predecessors, successors, assigns, and joint venturers.

28 32. "Request for Exclusion" means a valid and timely written statement submitted by
a Class Member requesting to be excluded from the Action. To be effective, the Request for

1 Exclusion must be submitted by the Response Deadline and contain (a) the Class Member's
2 name, signature, address, telephone number, dates of employment by Defendant in California,
3 and the last four digits of the Class Member's Social Security number and/or the Employee ID
4 number (b) the case name and number; and (c) a clear statement requesting to be excluded from
5 the settlement of the class claims similar to the following: "I wish to exclude myself from the
6 class settlement reached in the matter of *Paulina Cardenas, et al. v. Select Harvest USA, LLC*,
7 Merced County Case No. 23CV-00532, I understand that by excluding myself, I will not receive
8 money from the settlement of my individual claims." To be effective, the Request for Exclusion
9 must be post-marked by the Response Deadline and received by the Settlement Administrator.
10 The Request for Exclusion shall not be effective as to the Released PAGA Claims as Class
11 Members have no right to exclude themselves (opt-out) of the PAGA component of the
12 Settlement.

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

25 34. "Settlement" means the disposition of the Action pursuant to this Agreement.

26 35. "Settlement Administrator" means Apex Class Action, LLC. The Parties each
27 represent that they do not have any financial interest in the Settlement Administrator or
28 otherwise have a relationship with the Settlement Administrator that could create a conflict of
interest.

36. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

37. “Workweek” shall mean any calendar week (*i.e.*, a week beginning with Sunday and ending with Saturday) during which a Class Member/PAGA Member worked at least one (1) day for Defendant during the Class Period and/or PAGA Period, and based on hire dates, re-hire dates and termination dates. Partial or fractional Workweeks shall be rounded up and counted in whole week units.

TERMS OF AGREEMENT

38. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes beginning 30 days following Preliminary Approval by the Court. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of a potential increase in the number of Workweeks as set forth below in paragraph 39, Defendant shall not be required to pay more than the Gross Settlement Amount plus any applicable employer-side payroll taxes. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant upon the Court’s granting of Final Approval.

39. Potential Increase to the Gross Settlement Amount: Defendant represented there were approximately 41,500 Workweeks (worked by approximately 376 Class Members) as of March 18, 2024. Should the actual number of Workweeks increase by more than ten percent

(10%) (*i.e.* by more than 4,150 additional Workweeks) as of March 18, 2024, Plaintiffs may exercise the option to withdraw from the Agreement and, if that occurs, the Agreement will be entirely void and the Parties will resume their positions as of March 18, 2024. However, the Parties may also agree to renegotiate the terms of the Agreement, based on the changed facts.

40. Funding of the Gross Settlement Amount: The Gross Settlement Amount shall be funded equal installment payments in the amount of \$333,333.33 per year over a period of 36 months (3 years). Defendant shall pay the first installment payment of \$27,777.78 shall be made on the first business day of the month following Preliminary Approval unless the first business day of the month falls within ten calendar days of the Court granting Preliminary Approval, in which case the first installment shall be made no later than the first business day of the subsequent month. (Example: If Preliminary Approval is granted on May 25, the first installment would be due no later than the first business day of July.) Thereafter, Defendant shall continue to fund the Gross Settlement Amount on a monthly basis, due on the first business day of each month, for an amount not to exceed \$333,333.33 per year over a three-year period, except as provided in paragraph 41 below. Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) to be maintained by the Settlement Administrator in an interest-bearing account. In the event the Court does not grant Final Approval, all funds held in escrow shall be returned to defendant, plus any accrued interest. However, any costs or fees actually incurred by the Administrator shall be paid from the escrow account prior to the return. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than Thirty (30) calendar days of the Effective Date. This information shall be kept confidential from Plaintiffs.

41. Late Payment of Installments: Timely payments are a material term to this Agreement. In the event that a monthly installment described in paragraph 40 is not funded within three business days after the monthly payment due date, Defendant shall be required to pay an Interest Penalty. The Interest Penalty shall be calculated as the daily share of ten percent (10%) per annum of the outstanding settlement amount not yet funded. The Interest Penalty

1 shall accrue until the payments are brought current and all the total Interest Penalty is paid in
2 full. (Example: Defendant fails to timely fund the 25th installment. The remaining amount due
3 would be \$333,333.34. The annual interest of 10% is \$33,333.34, and the daily amount of
4 interest is \$91.32. Defendant shall be required to pay the 25th payment, plus the total Interest
5 Penalty accrued as of the date the 25th payment is fully funded. The Settlement Administrator
6 shall immediately notify Class Counsel and separately notify Defense Counsel and Defendant
7 if any installment is not received within one business day after the due date. The Settlement
8 Administrator shall also provide periodic accounting reports to the Parties not less than
9 quarterly.

10 42. Distribution of the Gross Settlement Amount: The Settlement Administrator shall
11 distribute the Gross Settlement Amount in two distributions, dependent upon costs related
12 thereto for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and
13 Workforce Development Agency; (c) the Class Representative Enhancement Payments; (d)
14 Class Counsel's Fees and Costs and (e) Settlement Administration Costs. All accrued interest,
15 on the Gross Settlement Amount, Class Representative Enhancements, and Class Counsel's
16 Attorneys' Fees and Costs, as awarded by the Court shall be distributed on a proportionate basis
17 after deduction of the PAGA Payment from the Gross Settlement Amount. In the event final
18 approval is not granted, all funds held in escrow shall be returned to defendant, plus any accrued
19 interest. However, any costs or fees actually incurred by the administrator shall be paid from
20 the escrow account prior to the return.

21 43. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
22 motion by Class Counsel for attorneys' fees of not more than Three Hundred Fifty Thousand
23 Dollars and Zero Cents (\$350,000.00) plus the reimbursement of reasonable costs and expenses
24 associated with the litigation and settlement of the Action, in an amount up to Thirty Thousand
25 Dollars and Zero Cents (\$30,000.00), both of which will be paid from the gross Settlement
26 Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel
27 shall be reallocated to the Net Settlement Amount and distributed to Participating Class
28 Members as provided in this Agreement.

44. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiffs for Class Representative Enhancement Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00). The Class Representative Enhancement Payment is in exchange for the General Release of the Plaintiffs' individual claims and for their time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that are not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

45. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

46. PAGA Payment: Forty Thousand Dollars and Zero Cents (\$40,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty Thousand Dollars and Zero Cents (\$30,000.00), to the California Labor and Workforce Development Agency ("LWDA"). Ten Thousand Dollars and Zero Cents (\$10,000.00) will be distributed to PAGA Members on a pro rata basis based on the total number of Pay Period worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to opt-out of the class settlement.

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

Gross Settlement Amount	\$	1,000,000.00
Enhancement Payments:	\$	20,000.00
Class Counsel's Fees:	\$	350,000.00
Class Counsel's Costs:	\$	30,000.00

PAGA Payment	\$	40,000.00
Settlement Administration Costs:	\$	<u>15,000.00</u>
Estimated Net Settlement Amount	\$	545,000.00

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

a) Calculation of Class Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount: (Participating Class Member's Workweeks ÷ Workweeks during Class Period) × Net Settlement Amount. All Interest Penalty payments shall be distributed to the class on the same *pro rata* formula.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding the number of Pay Periods worked by each PAGA Member during the PAGA Period. The respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment: (PAGA Member's Pay Periods ÷ Pay Periods during PAGA Period) x \$10,000.00 (the employee portion of the PAGA Payment). PAGA Members shall receive this portion of their Individual Settlement Payment and will be deemed to have released any claims arising out of PAGA regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual

Settlement Payment will be allocated as wages, twenty percent (20%) shall be allocated as interest, and sixty percent (60%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator. Individual Settlement Payments shall be paid exclusively from the QSF, pursuant to the settlement formula set forth herein. Also, for tax purposes, the Parties agree that 100% of each PAGA Members' individual payment amount shall constitute penalties and each PAGA Member will be issued an IRS Form-1099 for such payment to him or her, if required by law. Neither Counsel for Plaintiffs nor Defendant intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

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

50. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the

costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Print and mail the Notice.
- d) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- e) Process Requests for Exclusion, field inquiries from Class Members.
- f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- h) Provide weekly status reports to counsel for the Parties.
- i) Posting a notice of final judgment online at Settlement Administrator's website.
- j) Translate the Notice from English to Spanish.

51. Delivery of the Class List: Within Thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator, which will be kept confidential from Plaintiffs and Class Counsel.

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

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

1 address affixed thereto and the Settlement Administrator will indicate the date of such re-
2 mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will
3 promptly attempt to determine the correct address using a skip-trace, or other search using the
4 name, address telephone number and/or Social Security number of the Class Member involved
5 and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement
6 Administrator is returned as undeliverable to a current employee, then Defendants shall make
7 all reasonable efforts to obtain the current address from the Class Member and provide the same
8 within seven (7) calendar days of notice from the Settlement Administrator. Those Class
9 Members who receive a re-mailed Notice, whether by skip-trace or by request, will have
10 between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to
11 postmark a Request for Exclusion, or an Objection to the Settlement.

12 54. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
13 information regarding the nature of the Action; (b) a summary of the Settlement's principal
14 terms; (c) the Class definition; (d) the total number of Workweeks each respective Class
15 Member worked for Defendant during the Settlement Class Period; (e) each Class Member's
16 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
17 Payments; (f) the dates which comprise the Class Period; (g) the deadlines by which the Class
18 Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek
19 Disputes; (h) the claims to be released, as set forth herein; and (j) the date for the final approval
20 hearing.

21 55. Disputed Information on Notice: Class Members will have an opportunity to
22 dispute the information provided in their Notice. To the extent Class Members dispute the
23 number of Workweeks with which they have been credited or the amount of their Individual
24 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
25 showing that such information is inaccurate. Absent evidence rebutting Defendant's records,
26 Defendant's records will be presumed determinative. However, if a Class Member produces
27 evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence
28 submitted by the Class Member and the Parties will make the final decision as to the number of
eligible Workweeks that should be applied and/or the Individual Settlement Payment to which

1 the Class Member may be entitled, in the event that Defendant cannot make this determination
2 themselves. If the Parties do not agree, the dispute will be submitted to the Court.

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

14 57. Request for Exclusion Procedures: Any Class Member wishing to opt-out from
15 the Action must sign and postmark a written Request for Exclusion to the Settlement
16 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
17 Member's name, signature, address, telephone number, dates of employment at Defendant in
18 California, and the last four digits of the Class Member's Social Security number and/or the
19 Employee ID number; (b) the case name and number; and (c) a clear statement requesting to be
20 excluded from the settlement of the class claims similar to the following: "I wish to exclude
21 myself from the class settlement reached in the matter of "*Paulina Cardenas, et al. v. Select*
22 *Harvest USA, LLC, et al.*, Merced County Case No. 23CV-00532, I understand that by
23 excluding myself, I will not receive money from the settlement of my individual claims." The
24 date of the postmark on the return mailing envelope receipt confirmation will be the exclusive
25 means to determine whether a Request for Exclusion has been timely submitted. To be effective,
26 the Request for Exclusion must be post-marked by the Response Deadline and received by the
27 Settlement Administrator. All Requests for Exclusion will be submitted to the Settlement
28 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests
for Exclusion that were timely submitted. All Class Members who do not request exclusion

1 from the Action will be bound by all terms of the Settlement Agreement if the Settlement is
2 granted final approval by the Court and deemed Effective under this Agreement. The Request
3 for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys
4 General Act. Any Class Member who submits a Request for Exclusion and an objection shall
5 be excluded from the Participating Class Members and the objection shall not be considered.

6 58. Defendant's Right to Rescind: If Class Members representing more than the
7 aggregate total of ten percent (10.0%) of the Class Members opt-out of the Settlement,
8 Defendant may, at its election, rescind the Settlement Agreement and all actions taken in
9 furtherance of it will be thereby null and void. Defendant must give written notice to Class
10 Counsel of its intent to rescind the Agreement within fourteen (14) calendar days of the
11 Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right
12 to rescind the Agreement, Defendant shall be responsible for all Settlement Administration
13 Costs incurred to the date of rescission. In such a case, the Parties and any funds to be awarded
14 under this Settlement Agreement shall be returned to their respective statuses as of the date and
15 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all
16 respects as if this Settlement Agreement had not been executed, except that any fees already
17 incurred by the Settlement Administrator shall be paid by Defendant.

18 59. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
19 complete funding of the Gross Settlement Amount, any Class Member who does not
20 affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion
21 will be bound by all of its terms, including those pertaining to the Released Class Claims, as
22 well as any Judgment that may be entered by the Court if it grants final approval to the
23 Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment
24 or release. The names of Class Members who have opted-out of the settlement shall be disclosed
25 to the Counsel for both Plaintiffs and Defendant and noted in the proposed Judgment submitted
26 to the Court.

27 60. Objection Procedures: To object to the Settlement, a Participating Class Member
28 must postmark a valid Objection to the Settlement Administrator on or before the Response
Deadline. The Objection must be signed by the Participating Class Member and contain all

1 information required by this Settlement Agreement including the employees full name, address,
2 telephone number, the last four digits of their social security number and/or Employee ID
3 number, and the specific reason including any legal grounds for the Participating Class
4 Members objection. The postmark date will be deemed the exclusive means for determining
5 that the Notice of Objection is timely. Participating Class Members who fail to object in the
6 manner specified above will be foreclosed from making a written objection, but shall still have
7 a right to appear at the Final Approval Hearing in order to have their objections heard by the
8 Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
9 Participating Class Members to submit written objections to the Settlement or appeal from the
10 Order and Judgment. Class Counsel will not represent any Class Members with respect to any
11 objections to this Settlement.

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

19 62. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
20 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
21 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash
22 his or her Settlement Check or PAGA Payment check within 180 days, the uncashed funds,
23 shall be distributed pursuant to California Code of Civil Procedure section 384, designated for
24 a nonprofit organizations or foundations to support projects that will benefit the class or
25 similarly situated persons, or that promote the law consistent with the objectives and purposes
26 of the underlying cause of action, to child advocacy programs, or to nonprofit organizations
27 providing civil legal services to the indigent ("Cy Pres Recipient"). Subject to Court approval,
28 the Parties designate the Foundation for Advocacy Inclusion & Resources ("FAIR")
(<http://www.fair-foundation.org/>) as the Cy Pres Recipient. The Parties agree that this

disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Gross Settlement Amount will be paid out through the procedures stated in this Settlement. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing, and only if the Parties provide their written consent prior to distribution of uncashed funds to the Cy Pres Recipient.

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

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

65. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their

attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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

67. Release by Participating Class Members: Upon the Effective Date, Participating Class Members shall fully and finally release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

68. Release by Plaintiffs, State of California, LWDA and PAGA Members: Upon the Effective Date, Plaintiffs, the LWDA, the State of California, through Plaintiffs as their agent and/or proxy, any another representative, proxy, or agent thereof, including but not limited to any and all PAGA Members, shall fully and finally release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action to the broadest extent possible by law if an aggrieved employee were to bring a

subsequent claim on behalf of the LWDA based on the same factual predicate as the Action and covering the same time.

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

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
6 DEBTOR OR RELEASED PARTY.

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

17 70. Nullification of Settlement Agreement: In the event that: (a) the Court does not
18 enter the Preliminary Approval Order and approve the Released Claims specified herein without
19 requiring material changes to the “Basic Settlement Terms” defined as relating to the monetary
20 sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class
21 Period, revisions to the Increase in Workweeks provision contained herein; and revisions to
22 Defendant’s Option to Nullify the Settlement Agreement provision contained herein); (b) the
23 Court does not finally approve the Settlement without requiring material changes to the Basic
24 Settlement Terms as provided herein; (c) the Court strikes or does not approve any material
25 term of this Settlement Agreement; (d) Defendant exercises its option to nullify the Settlement
26 Agreement based on an excessive number of opt-outs, as described in the above; or (e) the
27 Settlement does not become final as written and agreed to by the Parties for any other reason,
28 then this Settlement Agreement, and any documents generated to bring it into effect, will be

1 null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties
2 shall be returned to their original respective positions. Any order or judgment entered by the
3 Court in furtherance of this Settlement Agreement will likewise be treated as void from the
4 beginning and the Stipulations and Recitals contained herein shall be of no force or effect and
5 shall not be treated as an admission by the Parties or their counsel. Should the Court fail to
6 approve this settlement for any reason, the Parties agree that they will return to and attend
7 mediation with a mutually agreed Mediator in an effort to reach a settlement that may be
8 approved by the Court, unless the Parties are able to resolve the issue without resort to a
9 mediator.

10 71. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to
11 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
12 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
13 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
14 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide
15 for the Notice to be sent to all class Members as specified herein. In conjunction with the
16 Preliminary Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms
17 of the Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendant agrees
18 that it will not oppose Plaintiffs' motion for Preliminary Approval. Any failure by the Court to
19 fully and completely approve the Agreement as to the Action will result in this Settlement
20 Agreement and the Memorandum of Understanding entered into by the Parties, and all
21 obligations under this Settlement Agreement and the Memorandum of Understanding being
22 nullified and voided.

23 72. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of
24 the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement,
25 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
26 conducted to determine the Final Approval of the Settlement Agreement along with the amounts
27 properly payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs;
28 (c) the Class Representative Enhancement Payments; and (d) the Settlement Administration
Costs. Any failure by the Court to fully and completely approve the Settlement Agreement as

1 to all of the Action, or the entry of any Order by another Court with regard to any of the Action
2 which has the effect of modifying material terms of this Agreement as described above or
3 preventing the full and complete approval of the Settlement Agreement as written and agreed
4 to by the Parties, will result in this Agreement and all obligations under this Agreement being
5 null and void. Defendant agrees it shall not oppose the granting of the Motion for Final
6 Approval, provided Defendant has not exercised their right to rescind pursuant to the terms of
7 this Agreement.

8 73. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
9 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
10 Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this
11 Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a)
12 the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
13 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set
14 forth in this Settlement.

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

18 75. Entire Agreement: This Settlement Agreement and any attached Exhibits
19 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
20 written or oral agreements in relation to settlement terms may be deemed binding on the Parties.

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

24 77. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
25 and represent they are expressly authorized by the Parties whom they represent to negotiate this
26 Settlement Agreement and to take all appropriate action required or permitted to be taken by
27 such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any
28 other documents required to effectuate the terms of this Settlement Agreement. The Parties and
their counsel will cooperate with each other and use their best efforts to affect the

1 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
2 content of any document needed to implement the Settlement, or on any supplemental
3 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
4 seek the assistance of the Court or Mediator to resolve such disagreement.

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

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

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

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

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

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

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

9 85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
10 dispute that has arisen between them and to avoid the burden, expense and risk of continued
11 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
12 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
13 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
14 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
15 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
16 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
17 construed as an admission or concession by Defendant of any such violations or failures to
18 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of
19 this Agreement, this Agreement and its terms and provisions shall not be offered or received as
20 evidence in any action or proceeding to establish any liability or admission on the part of
21 Defendant or to establish the existence of any condition constituting a violation of, or a non-
22 compliance with, federal, state, local or other applicable law. Except as set forth elsewhere
23 herein, in the event that this Agreement is not approved by the Court, or any appellate court, is
24 terminated, or otherwise fails to be enforceable, Plaintiffs will not be deemed to have waived,
25 limited or affected in any way any claims, rights or remedies, or defenses in the Action, and
26 Defendant will not be deemed to have waived, limited, or affected in any way any of its
27 objections or defenses in the Action. The Parties shall be restored to their respective positions
28 in the Action prior to the entry of this Settlement.

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

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

8 88. Enforcement Action: In the event that one or more of the Parties institutes any
9 legal action or other proceeding against any other Party or Parties to enforce the provisions of
10 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
11 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
12 fees and costs, including expert witness fees incurred in connection with any enforcement
13 actions.

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

20 90. Representation By Counsel: The Parties acknowledge that they have been
21 represented by counsel throughout all negotiations that preceded the execution of this
22 Agreement, and that this Agreement has been executed with the consent and advice of counsel
23 and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are
24 no liens on the Agreement.

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

27 92. Cooperation and Execution of Necessary Documents: The Parties agree to
28 cooperate to promote participation in the Settlement, and in seeking court approval of the
Settlement. The Parties and their counsel agree not to take any action to encourage any Class

Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any settlement agreement waivers, or Pick-Up Stix agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

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

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

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

Dated: 05/18/2025

PLAINTIFF

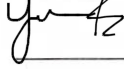

Plaintiff, PAULINA CARDENAS

Gordon Rees Scully Mansukhani, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

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Dated: 05/17/2025

PLAINTIFF



Plaintiff, YVONNE ROJAS

Dated: 5/6/25

SELECT HARVEST USA, LLC



Bob Nunes
Chief Executive Officer

EXHIBIT A

Paulina Cardenas, et al. v. Select Harvest USA, LLC
Merced County Superior Court Case No. 23CV-00532

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

*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 Select Harvest USA, LLC (“Select Harvest”) for alleged wage and hour violations. The Action was filed by former Select Harvest employees Paulina Cardenas and Yvonne Rojas (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Select Harvest in California during the Class Period (October 18, 2018, through May 17, 2024, inclusive); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Select Harvest in California during the PAGA Period (August 10, 2021, through May 17, 2024, inclusive) (“PAGA Members”).

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

Based on Select Harvest’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be [INDIVIDUAL SETTLEMENT PAYMENT] (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for a PAGA Payment, then according to Select Harvest’s records you are not eligible for a PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimate is based on Select Harvest’s records showing that **you worked [CLASS WORKWEEKS] Workweeks** during the Class Period and **you worked [PAGA PAY PERIODS] 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 not. 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 Select Harvest to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Select Harvest.

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

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement 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 Select Harvest.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion to the Settlement Administrator. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Select Harvest, and, if you are a PAGA Member, remain eligible for your share of the PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. See section 7 of this notice for more information.

Select Harvest 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 Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment (including any PAGA Payment). In exchange, you will give up your right to assert the wage claims against Select Harvest 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 [DATE]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for the class portion of an Individual Settlement 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. Select Harvest must pay PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	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.

You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE]. You do not 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/Pay Periods Written Challenges Must be Submitted by [DATE]	The amount of your Individual Settlement Payment (including any PAGA Payment) depends on how many Workweeks 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Select Harvest's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Select Harvest employees. The Action accuses Select Harvest of violating California labor laws by failing to pay minimum wages, failing to pay all wages owed each pay period, failing to pay overtime wages, failing to pay wages owed upon cessation of employment, failing to pay accrued vacation wages upon cessation of employment, and failing to provide compliant meal periods, compliant paid rest breaks, and accurate itemized wage statements, and engaging in unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code sections 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action ("Class Counsel"):

Law Office of Kenneth A. Goldman, PC
16133 Ventura Boulevard, Suite 650
Encino, California 91436
Phone: (818) 287-7689

Select Harvest strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Select Harvest or Plaintiffs is correct on the merits. In the meantime, Plaintiffs and Select Harvest 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 written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Select Harvest 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, Select Harvest does 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) Select Harvest has 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 PAGA Members. The 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. Select Harvest Will Pay \$1,000,000.00 as the Gross Settlement Amount (Gross Settlement). Select Harvest has agreed to deposit the Gross Settlement into a Qualified Settlement Fund controlled by the Settlement Administrator. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, the PAGA Payments, the Class Representative Enhancement Payments, Class Counsel's attorneys' fees and costs, the Settlement Administrator's costs, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). The Gross Settlement will be funded in equal monthly installments over a period of 36 months, that shall be held in an interest bearing account maintained by the Administrator, with the first installment due within 30 days after the Court grants Preliminary Approval. No portion of the Gross Settlement will revert to Select Harvest.
2. 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 \$350,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation costs and expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to each Plaintiff, for a total of up to \$20,000.00, as a Class Representative Enhancement Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Enhancement Payment will be the only monies each Plaintiff will receive other than that Plaintiff's Individual Settlement Payment.
 - C. Up to \$15,000.00 to the Settlement Administrator for services administering the Settlement.
 - D. \$40,000.00 for PAGA Penalties, allocated 75% (\$30,000.00) to the LWDA PAGA Payment and 25% (\$10,000.00) in PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

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

3. Net Settlement 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 (the "Net Settlement") by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks. The estimated Net Settlement Amount is \$545,000.00.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Select Harvest are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages (“Wage Portion”), 20% to interest, and 60% to penalties (collectively, the “Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Select Harvest will separately pay employer payroll taxes it owes on the Wage Portion. The PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Select Harvest 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.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and PAGA Payments will show the date when the check expires (the void date), which will be at least 180 days after the check is issued. If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres Recipient”). The Parties have designated the Foundation for Advocacy Inclusion & Resources (“FAIR”) as the intended Cy Pres Recipient.
6. 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 Settlement Administrator in writing, not later than [DATE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member setting forth the Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Select Harvest.

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 PAGA Payments and are required to give up their right to assert PAGA claims against Select Harvest based on the PAGA Period facts alleged in the Action.

7. 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 Select Harvest have agreed that, in either case, the Settlement will be void: Select Harvest will not pay any money and Class Members will not release any claims against Select Harvest.
8. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (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 Workweeks and 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.

9. Participating Class Members' Release. After the Judgment is final and Select Harvest has 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 Select Harvest or related entities for the claims released based on the Class Period facts alleged in the Action and resolved by this Settlement.

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

Upon the Effective Date, Participating Class Members shall fully and finally release and discharge the Released Parties from all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in Plaintiffs' Complaint, including: (1) failure to pay all wages earned, (2) failure to pay minimum wages, (3) failure to pay overtime, (4) failure to pay wages timely upon cessation of employment, (5) failure to furnish accurate wage statements, (6) failure to provide compliant meal periods, (7) failure to provide paid rest breaks, (8) failure to pay accrued vacation upon separation of employment, (9) unfair business practices; and all interest, fees, and costs. This release covers the Released Class Claims that arose during the Class Period.

10. PAGA Members' PAGA Release. After the Court's judgment is final, and Select Harvest has paid the Gross Settlement and separately paid the employer-side payroll taxes, all PAGA Members will be barred from asserting the released PAGA claims against Select Harvest, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, 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 Select Harvest or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' release is as follows:

Upon the Effective Date, Plaintiffs, the LWDA, the State of California, and all PAGA Members shall fully and finally release and discharge the Released Parties from all claims that could have been asserted based on Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and the related IWC Wage Orders, limited to the claims asserted in Plaintiffs' PAGA Notice, that arose during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. PAGA Payments. The Administrator will calculate each PAGA Member's share of the PAGA Payment by (a) dividing \$10,000.00 (the employee portion of the PAGA Payment) by the total number of Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the number of Pay Periods worked by each individual PAGA Member during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Class Period Workweeks you worked during the Class Period and the number of PAGA Period Pay Periods you worked during the PAGA Period, as recorded in Select Harvest's records, are stated on the first page of this Notice. You have until [DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. 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 Select Harvest's calculation of Workweeks and/or Pay Periods based on Select Harvest's 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 Parties will make the final decision as to the number of eligible Workweeks and/or Pay Periods based on your submission, and if the Parties do not agree, the dispute will be submitted to the Court.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as PAGA Members. The single check will combine the class portion of the Individual Settlement Payment and the PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is a PAGA 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 with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. Be sure to personally sign your request, identify the Action as **Paulina Cardenas, et al. v. Select Harvest USA, LLC, Merced County Case No. 23CV-00532**, and include your identifying information (full name, address, telephone number, dates of employment, and the last four digits of your social security number and/or Employee ID number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Your Request for Exclusion must be signed and postmarked to the Administrator by [DATE], or it will be invalid.** Section 9 of this 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 Select Harvest 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 stating the amount Class Counsel is requesting for attorneys' fees and litigation costs and the amount each Plaintiff is requesting as a Class Representative Enhancement Payment. 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.

A Participating Class Member who disagrees with any aspect of the Agreement or the amounts requested 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 postmarking written objections to the Administrator is [DATE].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as **Paulina Cardenas, et al. v. Select Harvest USA, LLC, Merced County Case No. 23CV-00532**, and include your name, current address, telephone number, approximate dates of employment for Select Harvest, and the last four digits of your social security number and/or Employee ID number, 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 do not have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department 8 of the Merced County Superior Court, located at 627 W 21st Street, Merced, California, before the Honorable Stephanie L. Jamieson. 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 may attend (or hire a lawyer to attend) the Hearing. Check the Court's website for the most current information on whether virtual appearances are permitted.

It is 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 Select Harvest 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. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court records by entering the Case Number for the Action, Case No. 23CV-00532. You can also personally review court documents in the Clerk's Office at the Courthouse.

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

Class Counsel:

Law Office of Kenneth A. Goldman, PC
16133 Ventura Boulevard, Suite 650
Encino, California 91436
Phone: (818) 287-7689
Email: ken@kengoldmanlaw.com

Settlement Administrator:

Name of Company: Apex Class Action, LLC
Email Address: [ADMINISTRATOR EMAIL]
Mailing Address: [ADMINISTRATOR ADDRESS]
Telephone: [ADMINISTRATOR TELEPHONE]

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, you will have no way to recover the money.

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.