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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KINGS

JAIME SANTIAGO VASQUEZ; ANTONIA BLANCO; GRACIELA BLANCO; ELOISA CASTRO; TOMAS CERVANTES AKA GUADALUPE CERVANTES; as individuals, on behalf of themselves and others similarly situated, PLAINTIFFS, v. PJ FARM LABOR, INC.; and DOES 1 thru 50, inclusive, DEFENDANTS.	CASE NO. 22C-0382 [Case Assigned for All Purposes to Hon. Valerie R. Chrissakis in Dept. 8] **DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** *[Filed concurrently with Motion for Preliminary Approval of Settlement and [Proposed] Order Thereon]* Date: February 5, 2024 Time: 8:15 A.M. Dept.: 2 Complaint Filed: October 28, 2022 FAC Filed: January 6, 2023 Trial Date: None Set

DECLARATION OF LIANE KATZENSTEIN LY

I, Liane Katzenstein Ly, state and declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following.

2. I graduated from Florida State University in 2005 with a degree in English. I graduated from University of California, Davis School of Law in 2008. I am admitted to practice before the following Courts: United States District Court, Northern, Southern, Eastern, and Central of California; all of California State Courts.

3. I make this Declaration is support of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement in the above-captioned case.

RELEVANT PROCEDURAL HISTORY

4. On October 28, 2022, Plaintiffs Jaime Santiago Vasquez, Antonia Blanco, Graciela Blanco, Eloisa Castro, Tomas Cervantes, and Guadalupe Cervantes filed a Class Action Complaint seeking recovery for: (1) failure to pay wages and/or overtime under Labor Code sections 510, 1194, and 1199; (2) failure to reimburse expenses pursuant to Labor Code section 2802; (3) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (4) penalties under Labor Code section 203; and (5) violation of Business & Professions Code section 17200.

5. Also on October 28, 2022, an in compliance with Labor Code § 2699.3(a)(1), Plaintiffs sent a notice letter to the Labor Workforce Development Agency ("LWDA") regarding their intent to seek civil penalties for the same Labor Code violations above, under Labor Code section 2699, *et seq.*

6. On January 6, 2023, Plaintiffs filed a First Amended Class Action Complaint, adding CLARKLIND FARMS, FORTUNE & SONS, INC. and MATTOS AND SONS DAIRY as named Defendants pursuant to Labor Code § 2810.3.

7. On April 6, 2023, Plaintiffs filed a Second Amended Class and Representative

Action Complaint, adding an additional cause of action for penalties pursuant to Labor Code § 2699, *et seq.*, the Private Attorneys General Act ("PAGA") based on the underlying Labor Code violations already pled.

8. The Parties scheduled mediation on August 7, 2023 but were able to reach an agreement in principle to settle the matter before mediation.

9. Defendant informally produced time and pay data for mediation purposes only.

THE DISCOVERY PROCESS AND MEDIATION

10. Plaintiffs and Defendants engaged in extensive informal discovery and settlement discussions in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation.

11. The negotiations were successful.

12. Both sides agree the proposed Settlement is a compromise of disputed claims.

13. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

14. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment. Defendants contend, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best interest of the settlement classes in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Agreement solely to avoid the cost of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth here.

CERTIFICATION FOR SETTLEMENT PURPOSES

15. First, Defendant has agreed in the Agreement to provide a class list to the Administrator containing the Class Member's name, last-known mailing address, Social Security number, and number of Class Settlement Period Workweeks and PAGA Pay Periods for all putative class members and aggrieved employees after issuance of the preliminary approval order.

16. Second, Settlement Class Members consist of Defendant's hourly or piece rate employees, and Defendant is required to keep records of its hourly or piece rate employees' names, home addresses, and social security numbers.

17. Third and finally, Defendant informally produced time and pay data for Settlement Class Members containing class member contact information, which confirms that all Settlement Class Member may be readily identified based on Defendant's records.

18. Therefore, Plaintiffs are confident they will be able to establish that the proposed settlement Class is ascertainable and sufficiently numerous.

19. Here, Plaintiffs argue that there are questions of law and fact common to the proposed settlement Class that predominate over any questions affecting only individual Class Members.

20. These common questions include:

1) Whether Defendant failed to pay all wages and/or overtime compensation;

2) Whether Defendant failed to reimburse business-related expenses;

3) Whether Defendant failed to provide accurate itemized wage statements;

4) Whether Defendant failed to pay compensation due and owning upon termination of employment;

5) Whether Defendant engaged in unfair competition; and

6) Whether Defendant violated § 2699, et seq. of the Labor Code by engaging in the acts previously alleged.

21. Plaintiffs' challenge to Defendant's uniform policies and practices involves common factual and legal issues that are amenable to class treatment.

22. Here, Plaintiffs maintains that the proposed Settlement Class Members suffered the same injuries, in the same manner: (1) Settlement Class Members were not properly paid all wages/overtime; (2) Settlement Class Members were not provided accurate itemized wage statements; (3) Settlement Class Members were not reimbursed for business-related expenses; (5) (6) Settlement Class Members were not paid all wages owed upon termination/resignation.

23. Plaintiffs allege that Settlement Class Members worked in the same capacity for the same employer and were subject to the same employment policies and practices, the questions of fact and claims regarding the status of these employees are the same for each member of the settlement Class.

24. Plaintiffs worked as hourly/piece rate employees for Defendant as agricultural employees in the California locations.

25. Plaintiffs allege that the: (1) worked without being paid all wages and/or overtime; (2) worked without being reimbursed for business-related costs; (4) worked without being provided accurate itemized wage statements; and (5) worked without being paid all wages due upon separation. They also allege that they experienced derivative claims for unfair business competition (B&P Code §17200) and Labor Code §2699, et seq.

26. Plaintiffs also contend that their claims are typical of those of the settlement Class.

27. Plaintiffs believe that they are capable of fairly representing and adequately protecting the interests of the proposed Settlement Class Members.

28. The members of the proposed settlement Class all worked for Defendant during the relevant time period and incurred the same type of alleged damages with regard to Defendant's alleged violations of the law.

29. Moreover, Plaintiffs have agreed to serve as Class Representatives and have retained qualified Counsel who is experienced in prosecuting wage and hour class actions.

30. This demonstrates their commitment to bringing about the best possible results for the benefit of the proposed settlement Class.

31. Plaintiffs have provided their Counsel with all necessary and pertinent information.

32. They have been very active participants in the litigation including having frequent

contact with Settlement Class Members, responding to informal discovery, and working closely with Class Counsel to develop the theories of liability.

33. Plaintiffs have provided their Counsel with all necessary and pertinent information.

34. Therefore, Plaintiffs believe that they have and will continue to adequately represent the proposed Settlement Class Members.

35. Plaintiffs have provided their Counsel with all necessary and pertinent information.

36. In this regard, the superiority of class treatment is evident here because individual pursuit of class members' claims may not be economically viable.

37. The only alternative to certification would be to force over 315 employees to join this action, file individual, uniform actions, or abandon their legal rights altogether.

38. Plaintiffs maintain that this economic reality would result in a windfall for Defendants if this case were not certified.

THE PROPOSED SETTLEMENT

39. For purposes of Agreement, the settlement class is defined as: "all current and former non-exempt agricultural workers employed by Defendant PJ FARM LABOR, INC. who performed labor on an hourly or piece rate basis for the benefit of Defendants CLARKLIND FARMS, FORTUNE & SONS, INC., and/or MATTOS AND SONS DAIRY, LLC in the state of California from October 28, 2018 through September 24, 2023." ("Settlement Class Members" or "Class") The "Settlement Class Members" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

40. The Class Settlement Period is October 28, 2018 to September 24, 2023, or the date of preliminary approval, whichever comes first.

41. As of October 2023, and based on documents and other information produced by Defendant, there are approximately 315 Settlement Class Members.

42. For purposes of Agreement, the Aggrieved Employees are defined as: "all of Defendants' current and former non-exempt agricultural workers who performed labor on an hourly or piece-rate basis for Defendants in the state of California from October 28, 2021 through

September 24, 2023.

43. The PAGA Settlement Period means the October 28, 2021 through September 24, 2023.

44. As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross Settlement Amount of $650,000.00, which includes the sum of the Individual Class Payments, the Class Representatives service award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs.

45. The Net Settlement Amount is the Gross Settlement Amount, less Class Counsel Award, Class Representatives Enhancement, PAGA Payment, and Settlement Administration Costs.

***KULLAR* ANALYSIS**

46. The proposed settlement satisfies each of the *Kullar* factors.

47. This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

48. Additionally, Class Counsel has spoken to dozens of Class Members about the allegations and their experiences.

49. Class Counsel is experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Agreement.

50. Plaintiffs and the Proposed Class routinely worked "off the clock" and performed compensable activities before working each shift for which no pay was provided.

51. Plaintiffs and the Proposed Class are not paid any wages for these pre-shift activities.

52. Plaintiffs and the Proposed Class were not properly compensated for all hours worked at the beginning of their shift due to the fact that Defendants required Plaintiffs and the Proposed Class to report to the job site and perform work before the scheduled start of each shift.

53. Specifically, Plaintiffs and the Proposed Class would have to attend the "escuelita" or school before working each shift, with no pay provided by Defendants.

54. Additionally, Defendants had a consistent policy of failing to compensate Plaintiffs

and all Proposed Class for their time spent traveling from field to field. Plaintiffs and the Proposed Class were not properly compensated for their travel time between fields, despite performing compensable activities.

55. The off the clock claims could be difficult to certify given that the Class worked for different growers with different policies, however, the failure to pay overtime for hours worked about eight was the strongest claim.

56. Plaintiffs allege that Defendant required employees to incur business expenditures for which they were never reimbursed, including the costs of using protective gloves and other tools that were not provided by Defendants but were necessary for the performance of Plaintiffs and the Proposed Class's job duties.

57. Defendant argues that all tools were provided.

58. Defendants furnish Plaintiffs and the Proposed Class itemized wage statements that do not accurately show total hours worked or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of the Labor Code.

59. This is a derivative wage statement claim, and its success hinges on the other claims.

60. Here, Plaintiffs contend that Defendants failed to properly pay overtime for any work in excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week.

61. The risk analysis for the section 203 claim flows from the risk analysis for the underlying wage claim discussed above.

62. If Defendants could prove, as they contend, that class members were paid for all hours worked, there would be no recovery of wages and no waiting time penalties that flow therefrom.

63. Finally, the settlement Class is compensated for these violations in the proposed Agreement, and thus any PAGA recovery for these same violations would be duplicative. As such, the Agreement's contemplated PAGA payment of $15,000.00 is appropriate.

64. There is significant expense associated with the class certification process, which

the Parties can avoid by entering into the contemplated Agreement now.

65. If the Court did eventually certify a class, trial of a case involving approximately 315 Settlement Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties.

66. Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Settlement Class Members who are waiting for a resolution in this matter.

67. This case has not been certified to be tried as a class action.

68. While Plaintiffs believe there is strong evidence to support certification of several possible subclasses, certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. In attempting to certify a class, the parties would need to conduct multiple depositions, including of the Class Representatives and of several person(s) most knowledgeable regarding Defendant's wage policies. There is a risk for both sides as to what these depositions will reveal and whether they will support class certification to the extent expected.

69. It was very difficult for the Parties to reach this Settlement of $650,000.00

70. This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. The Parties arrived at it after extensive investigation and discovery, careful evaluation of the law, risks, and all information substantiating the amount of penalties reasonably likely to be awarded to the class were the trier of fact to find Defendant liable.

71. Plaintiffs assessed full value of the Minimum Wage/Overtime claim, without any discount, at approximately $315,000.

72. This calculation accounted for the instances where overtime was incorrectly paid and also estimated 30 minutes of "off the clock" work per week and utilized an average hourly rate of $14.00 an hour.

73. With regard to the Reimbursement Claim analysis, Plaintiffs believed that it was reasonable to value the potential reimbursement at $5.00 per work weed for reimbursement of

tools. This brought the damages for this claim to $15,000.00.

74. Plaintiffs valued the Wage Statement Claim, without discount, at $130,000 (for the one year period).

75. This figure is overstated because Labor Code §226(e)(1) uses $50 for the initial pay period (not $100) and puts a $4,000 cap on wage statement penalties per employee.

76. Due to the risk discussed above that 226(a) liability wouldn't attach under *Naranjo* and *Maldonado*, Plaintiffs determined that a steep discount of this claim was fair for settlement purposes.

77. Plaintiffs valued the Waiting Time Claim, tied to the Wage/Overtime claim, at $1,058,400.00 (each employee is a former employee).

78. Considering the derivate nature of Labor Code §203 and the dispute over whether class members were owed any wages, Plaintiffs determined that accepting a discount on this claim was appropriate.

79. Finally, Plaintiffs calculated the value of the PAGA claim at $130,000.00 for Settlement Class Members (using $100 per pay period).

80. The main risk taken into account with PAGA is the discretionary nature of the penalty award.

81. A judge can award the statutory maximum of $100 for the initial violation and $200 thereafter or – in theory – one cent per wage statement.

82. While there is a dearth of available authority, in Plaintiffs' view, were they to succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also award a large amount of penalties of top of any damages recovered.

83. Per Plaintiffs' assessment, the maximum potential value of all of Plaintiffs' and the Settlement Class Members' claims was approximately $1,648,400.00.

84. If you eliminate penalties and simply look at the value of the underlying claims, it comes to $330,000.00. As a result of the forgoing risks on the merits, Class Counsel believes the Gross Settlement Amount of $650,000.00 is fair and reasonable.

ATTORNEY COMPETENCE

85. Kingsley & Kingsley is experienced in prosecuting employment litigation, and since 2000 we have focused our practice on wage, hour, and working condition violations. My firm is well versed in class action litigation and has diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as class counsel for several dozens of pending class action lawsuits in Northern, Central, Eastern, and Southern California in both State and Federal Court. Below is a small, but representative sampling of wage and hour cases handled by my firm:

a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount of $255,000 and the court approved the attorneys' fee request of 33 1/3%.

b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of $4,000,000 and the court granted attorneys' fees request of 30%.

c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of $1,000,000 and the court granted attorneys' fees request of 30%.

d. *Ryan v. Hilton Hotels Corporation,* (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of $1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.

e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of $2,000,000.00, and the court granted attorneys’ fees request of 33.3%.

f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of $2,000,000.00, and the court granted attorneys’ fees request of 33.3%.

g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.

BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of $4,700,000.00, and the court granted attorneys' fees request of 38%.

h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of $1,500,000.00 and the court granted attorneys' fees request of 33.33%.

i. *Rojas, et al. v. Sunview Vineyards of California, Inc.,* Eastern District (1:09-cv-00705 AWIJLT). This certified class action was approved for final settlement by the Honorable Anthony W. Ishii in October 2015, in the gross amount of $4,550,000.00, with attorneys' fees approved in the amount of $1,137,500.00.

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of $995,000.00, and the court granted attorney's fees request of 33.33%.

k. *Kane et al.* v. *Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel $996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of $2,000,000.00, and the court granted attorney's fees request of 33.33%.

m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631).* The matter was proposed for final settlement by the Honorable Richard L. Fruin on February 19, 2016, in the gross amount of $5,250,000.

n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739). The matter was approved for final settlement by the Honorable Lee Smally Edmund in June 2013, in the gross amount of $4,700,000.00, with attorney's fees request of 38%.

o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The matter was approved for final settlement by the Honorable Anthony W. Ishii in November 2017, in the gross amount of $6,100,000.00, plus interest, with attorney's fees benchmark award of $1,525,000.

p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-15-101333). The matter was approved for final settlement before the Hon. Stephen D. Schuett, Dept. 10, in January 2018, in the gross amount of $9,000,000 with attorneys' fees request of 33.33%.

86. Kingsley & Kingsley, APC filed its first class certification motion in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved for class certification in 15 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927), approved for Class Certification in 2011.*

b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).

c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).

d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).

e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214).

contested class certification granted in June 2020.

f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.

g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.

h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

87. Class Counsel is experienced in the handling of wage and hour class actions and supports this Settlement. Based on its analysis, Class Counsel believes that this settlement is fair and reasonable and in the best interest of the Class.

88. After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable.

89. This allocation distributes Settlement Agreement funds proportionally to each Class Member's potential damages and should therefore be approved as fair, adequate, and reasonable.

SERVICE AWARD TO THE NAMED PLAINTIFF

90. The Class Representatives are entitled to an enhancement for their valiant effort and time expended in this matter. The time spent by Jaime Santiago Vasquez; Antonia Blanco; Graciela Blanco; Eloisa Castro; Tomas Cervantes; and Guadalupe Cervantes is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work at Defendant; compiling relevant documents; working closely with Class Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the status of the case with Class Counsel; discussing the case via telephone with many Settlement Class Members; providing informal discovery responses; and responding promptly to Class Counsel's communications regarding settlement.

91. As set forth in the Agreement, Plaintiffs will also be entering into a general release of liability pursuant to Civil Code Section 1542.

92. Class Counsel considers this to be a fair and reasonable enhancement. The

enhancement takes into consideration the time, effort, and expense incurred by Plaintiffs in coming forward to litigate this matter on behalf of all Settlement Class Members. Plaintiffs will provide a detailed declaration with the Final Approval Motion detailing their participation and further justification for the enhancement.

SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY

93. Proof of submission of Plaintiffs' Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached to the Declaration of Liane Katzenstein Ly as Exhibit "3."

EXHIBITS

94. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed Class Action and PAGA Settlement Agreement and Release ("Agreement").

95. Attached hereto as Exhibit "2" is a true and correct copy of the Administrator's, Xpand Legal Consulting, bid.

96. Attached hereto as Exhibit "3" is a true and correct copy of the proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This Declaration was executed this 19th day of December, 2023, in Los Angeles, California.

____
Liane Katzenstein Ly

EXHIBIT "1"

CLASS ACTION AND PAGA SETTLEMENT AGREEMENTAND RELEASE AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement and Release ("Agreement") is made by and between plaintiffs JAIME SANTIAGO VASQUEZ; ANTONIA BLANCO; GRACIELA BLANCO; ELOISA CASTRO; TOMAS CERVANTES; GUADALUPE CERVANTES (collectively, "Plaintiffs" as more fully defined herein) and defendants PJ FARM LABOR, INC.; CLARKLIND FARMS; FORTUNE & SONS, INC.; MATTOS AND SONS DAIRY, LLC (collectively "DEFENDANTS" as more fully defined herein). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

This Agreement is intended to fully, finally and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Agreement. This Agreement provides for the settlement of claims on behalf of the Class, as described further herein.

DEFINITIONS

1.1. "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendants captioned *JAIME SANTIAGO VASQUEZ; ANTONIA BLANCO; GRACIELA BLANCO; ELOISA CASTRO; TOMAS CERVANTES; GUADALUPE CERVANTES v. PJ Farm Labor, Inc.; Clarklind Farms; Fortune & Sons, Inc.; Mattos and Sons Dairy,* Case No. 22C-0382 initiated on October 28, 2022 and pending in Superior Court of the State of California, County of Kings.

1.2. "Administrator" means Xpand Legal Consulting, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. "Aggrieved Employee" or "PAGA Member" means all of Defendants' current and former non-exempt agricultural workers who performed labor on an hourly or piece rate basis for Defendants in the state of California from October 28, 2021 through September 24, 2023.

1.5. "Class" means all current and former non-exempt agricultural workers employed by Defendant PJ FARM LABOR, INC. who performed labor on an hourly or piece rate basis for the benefit of Defendants CLARKLIND FARMS, FORTUNE & SONS, INC., and/or MATTOS AND SONS DAIRY, LLC in the state of California from October 28, 2018 through September 24, 2023.

1.6. "Class Counsel" means Kingsley & Kingsley, APC and Martinez Aguilasocho Law, Inc.

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

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

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

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

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

1.12. "Class Settlement Period" means the period from October 28, 2018 to September 24, 2023, or the date of preliminary approval, whichever comes first.

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

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action,for providing services in support of the Action, and for the broader general release of claims agreed upon by the Class Representatives in exchange for the Class Representative Service Payment.

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

1.16. "Defendants" means named Defendants PJ FARM LABOR, INC.; CLARKLIND FARMS; FORTUNE & SONS, INC.; MATTOS AND SONS DAIRY, LLC.

1.17. "Defense Counsel" means Mederos Ormonde & Rascon, RAIMONDO | MILLER, A Law Corporation, and Fennemore Dowling Aaron.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the

Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.22. "Gross Settlement Amount" means $650,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

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

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Settlement Period.

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

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

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount of $650,000.00, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. "Operative Complaint" means the Second Amended Complaint filed by Plaintiffs on April 6, 2023 in the Action.

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

1.32. "PAGA Settlement Period" means the period from October 28, 2021 through September 24, 2023.

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

1.34. "PAGA Notice" means Plaintiffs' October 28, 2022, January 6, 2023, and May 1, 2023 letters to Defendants and the LWDA Plaintiffs providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount of $15,000.00, allocated 25% to the Aggrieved Employees ($3,750.00) and the 75% to LWDA ($11,250.00) in settlement of PAGA claims.

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

1.37. "Plaintiffs" means JAIME SANTIAGO VASQUEZ; ANTONIA BLANCO; GRACIELA BLANCO; ELOISA CASTRO; TOMAS CERVANTES; GUADALUPE CERVANTES, the named Plaintiffs in the Action.

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

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

1.40. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 6. 3 below.

1.42. "Released Parties" means: Defendants PJ FARM LABOR, INC.; CLARKLIND FARMS; FORTUNE & SONS, INC.; MATTOS AND SONS DAIRY, LLC, their parents, subsidiaries, affiliates, insurers, related entities and divisions, and its and their respective; (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, exempt employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

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

1.44. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.46. "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Settlement Period.

2. RECITALS.

2.1. On October 28, 2022, Plaintiffs commenced this Action by filing a Complaint for damages in the Superior Court for the County of Kings entitled *Jaime Santiago Vasquez; Antonia Blanco; Graciela Blanco; Eloisa Castro; Tomas Cervantes; Guadalupe Cervantes v. PJ Farm Labor, Inc.*, Case No. 22C-0382. On January 6, 2023, Plaintiffs filed a First Amended Complaint, adding Clarklind Farms, Fortune & Sons, Inc., and Mattos and Sons Dairy, LLC as named Defendants pursuant to Labor Code § 2810.3. On April 6, 2023, Plaintiffs filed a Second Amended Complaint adding an additional cause of action for penalties pursuant to PAGA. Plaintiffs' Second Amended Complaint is the operative complaint. (the "Operative Complaint".) This Action alleges causes of action for: (1) failure to pay wages and/or overtime under Labor Code sections 510, 1194, and 1199; (2) failure to reimburse expenses pursuant to Labor Code section 2802; (3) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (4) penalties under Labor Code section 203; and (5) violation of Business & Professions Code section 17200; and (8) Penalties Pursuant to Labor Code § 2699, *et seq*. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

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

2.3. After extensive informal discovery and settlement negotiations, the Parties reached this Agreement to settle the Action.

2.4. Prior to negotiating the Settlement, Plaintiffs obtained, through informal discovery, pertinent documents and data for the Class and PAGA Members so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in

Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

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

2.7. Defendants deny all of the allegations made in the Operative Complaint and deny that any monies are owed to Plaintiffs or any member of the Class. Defendants CLARKLIND FARMS, FORTUNE & SONS, INC., and/or MATTOS AND SONS DAIRY, LLC deny that they were ever the employer of any member of Plaintiffs or the Class.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below, Defendants promise to pay $650,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

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

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33-1/3%, which is currently estimated to be $216,666.67 and a Class Counsel Litigation

Expenses Payment of not more than $10,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed 12,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $12,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

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

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $15,000.00 to be paid from the Gross Settlement Amount, with 75% ($11,250.00) allocated to the LWDA PAGA Payment and 25% ($3,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($3,750.00.) by the total number of PAGA Settlement Period Pay Periods worked by all Aggrieved Employees during the PAGA Settlement Period and (b) multiplying the result by each Aggrieved Employee's PAGA Settlement Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 315 individuals who collectively worked a total of 3,000 Workweeks.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant PJ FARM LABOR, INC. will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The information provided to the Administrator is not to be shared with or disclosed to Class Counsel or any other individual/entity. Defendant PJ FARM LABOR, INC. has a continuing duty to immediately notify the Administrator if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant PJ FARM LABOR, INC. must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the

Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If the Court does not approve of such, the Parties will agree upon a cy pres recipient within the meaning of CCP §384.

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

6. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of

the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Settlement Period/PAGA Settlement Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notices, or ascertained during the Action and released under 6.2, below. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

6.3 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, liabilities, damages, attorney's fees, costs, and penalties, relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, overtime wages, unpaid reimbursements and expenses, wage statement violations, and separation pay violations (collectively, the "Released Class Claims") during the Class Settlement Period. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Settlement Period.

6.4 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notices and ascertained in the course of the Action including, any and all claims involving any alleged failure to pay unpaid wages, minimum wages, regular wages, overtime wages, unpaid reimbursements and expenses, wage statement violations, and separation pay violations; (collectively, the "Released PAGA Claims") during the PAGA Settlement Period.

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

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

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION.

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

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

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

8.4 Notice to Class Members.

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

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

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

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.5 and 6.6 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.6 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7 Objections to Settlement.

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

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

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

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

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

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

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

9. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are315 Class Members and 3,000 total Compensable Work Weeks during the Class Settlement Period.

Defendants represent that the Class Group includes approximately 315 putative class members who worked approximately 3,000 Workweeks/Pay Periods for Defendants from October 28, 2018 through September 24, 2023. This representation is a material term of this Settlement Agreement. If the total number of Workweeks/Pay Periods actually worked during the Class Period exceeds the estimated amount by more than 10%, meaning if the number of Workweeks/Pay Periods actually worked is 3,301 or more, Defendants shall have the option of paying an escalated amount that shall increase by the percentage that the actual number of Workweeks/Pay Periods actually worked exceeds 3,300, or moving the end of the Class Settlement Period (the ending date of the period covered by the release of claims provided for herein) up to the date on which 3,300 Workweeks/Pay Periods were actually worked by the Class Members. For example, if the total number of Workweeks/Pay Periods actually worked by the Class Members as of September 15, 2023 is 3,300, and Defendants do not wish to increase the dollar value of the settlement, the Parties agree that the end of the Class Settlement Period and the ending date of the period covered by the release of claims set forth herein, will be September 15, 2023 and not September 24, 2023.

10. **DEFENDANTS RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement

Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

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

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

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

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

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

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

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

13. **ADDITIONAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

13.14 No Public Comment. The Parties and their counsel agree that they will not issue any press releases, post any information on websites in another public forum, issue any press releases, initiate contract with the press, respond to any press inquiry, or have any communication with the press about the above-captioned action or the fact, amount, or terms of the settlement of the above-captioned action.

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

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

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

To Plaintiffs:

KINGSLEY & KINGSLEY, APC
Eric B. Kingsley
Liane Katzenstein Ly
Jessica Bulaon

16133 Ventura Blvd., Suite 1200
Encino, CA 91436

Edgar Aguilasocho
Mario Martinez
MARTINEZ AGUILASOCHO LAW, INC.
P.O. Box 1998
Bakersfield, CA 93303
To Defendants:

FENNEMORE DOWLING AARON
Mark D. Kruthers
8080 N. Palm Avenue
Third FloorFresno, CA 93711

RAIMONDO | MILLER, ALC
James D. Miller
P.O. Box 28100
Fresno, CA 93729

Erika L. Rascon
MEDEROS, ORMONDE & RASCON, ATTORNEYS AT LAW
791 North Cherry
Tulare, CA 93274

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

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

Plaintiffs

Dated: 10-30-23

Jaime Santiago Vasquez
JAIME SANTIAGO VASQUEZ

Dated: 11-2-23

antonia Blanco
ANTONIA BLANCO

Dated: 10-30-23 GRACIELA BLANCO

Dated: 10-30-23 ELOISA CASTRO

Dated: 10-30-23 TOMAS CERVANTES

Dated: 10-30-23 GUADALUPE CERVANTES

Defendants

Dated: 11/21/23 Partner

CLARKLIND FARMS

Dated: 11/21/23 Partner

MATTOS AND SONS DAIRY

Dated: ____________

FORTUNE & SONS, INC.

Dated: ____________

PJ FARM LABOR, INC.

Dated: 10-30-23 GRACIELA BLANCO

Dated: 10-30-23 ELOISA CASTRO

Dated: 10-30-23 TOMAS CERVANTES

Dated: 10-30-23 GUADALUPE CERVANTES

Defendants

Dated: ____________ CLARKLIND FARMS

Dated: ____________ MATTOS AND SONS DAIRY

Dated: 11/9/23 FORTUNE & SONS, INC.

Dated: ____________ PJ FARM LABOR, INC.

Dated: 10-30-23 GRACIELA BLANCO

Dated: 10-30-23 ELOISA CASTRO

Dated: 10-30-23 TOMAS CERVANTES

Dated: 10-30-23 GUADALUPE CERVANTES

Defendants

Dated: ____________ ______________________________

CLARKLIND FARMS

Dated: ____________ ______________________________

MATTOS AND SONS DAIRY

Dated: ____________ ______________________________

FORTUNE & SONS, INC.

Dated: 11/10/23 ______________________________

PJ FARM LABOR, INC.

Dated: November 1, 2023

KINGSLEY & KINGSLEY, APC

By: ______________________

Eric B. Kingsley
Liane Katzenstein Ly
Jessica Bulaon
Attorneys for Plaintiffs and the Proposed Class

Dated: 10/30/23

MARTINEZ AGUILASOCHO LAW, INC.

By: ______________________

Edgar Aguilasocho
Mario Martinez
Attorneys for Plaintiffs and the Proposed Class

Dated: ____________

FENNEMORE DOWLING AARON

By: ______________________

Mark D. Kruthers
Attorneys for Defendant FORTUNE & SONS, INC.

Dated: ____________

RAIMONDO | MILLER, ALC

By: ______________________

James D. Miller
Attorneys for Defendants PJ FARM LABOR, INC.

Dated: November 1, 2023

KINGSLEY & KINGSLEY, APC

By: ______________________________

Eric B. King ley
Liane Katzenstein Ly
Jessica Bulaon
Attorneys for Plaintiffs and the Proposed Class

Dated: 10/30/23

MARTINEZ AGUILASOCHO LAW, INC.

By: ______________________________

Edgar Aguilasocho
Mario Martinez
Attorneys for Plaintiffs and the Proposed Class

Dated: 11/6/23

FENNEMORE DOWLING AARON

By: ______________________________

Mark D. Kruthers
Attorneys for Defendant FORTUNE & SONS, INC.

Dated: ____________

RAIMONDO | MILLER, ALC

By: ______________________________

James D. Miller
Attorneys for Defendants PJ FARM LABOR, INC.

Dated: November 1, 2023

KINGSLEY & KINGSLEY, APC

By: ______________________

Eric B. Kingsley
Liane Katzenstein Ly
Jessica Bulaon
Attorneys for Plaintiffs and the Proposed Class

Dated: 10/30/23

MARTINEZ AGUILASOCHO LAW, INC.

By: ______________________

Edgar Aguilasocho
Mario Martinez
Attorneys for Plaintiffs and the Proposed Class

Dated: ____________

FENNEMORE DOWLING AARON

By: ______________________

Mark D. Kruthers
Attorneys for Defendant FORTUNE & SONS, INC.

Dated: 11/21/2023

RAIMONDO | MILLER, ALC

By: ______________________

James D. Miller
Attorneys for Defendants PJ FARM LABOR, INC.

Dated: 11/21/23

MEDEROS, ORMONDE & RASCON, ATTORNEYS AT LAW

By: ______________________

Erika L. Rascon
Attorneys for Defendants CLARKLIND FARMS; MATTOS AND SONS DAIRY, LLC

EXHIBIT A

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

JAIME SANTIAGO VASQUEZ; ANTONIA BLANCO; GRACIELA BLANCO; ELOISA CASTRO; TOMAS CERVANTES; GUADALUPE CERVANTES, an individual, on behalf of themselves and others similarly situated Plaintiffs, v. PJ FARM LABOR, INC.; CLARKLIND FARMS; FORTUNE & SONS, INC.; MATTOS AND SONS DAIRY, LLC; and DOES 1 thru 50, inclusive, Defendants, Case No. 22C-0382

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 PJ FARM LABOR, INC.; CLARKLIND FARMS; FORTUNE & SONS, INC.; MATTOS AND SONS DAIRY, LLC ("Defendants" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former employees of Defendants, JAIME SANTIAGO VASQUEZ; ANTONIA BLANCO; GRACIELA BLANCO; ELOISA CASTRO; TOMAS CERVANTES; GUADALUPE CERVANTES ("Plaintiffs") and seek payment of (1) back wages and other relief for all of Defendants' current and former non-exempt agricultural workers who performed labor on an hourly or piece rate basis for Defendants in the state of California during the Class Settlement Period (October 28, 2018 to September 24, 2023, or the date of preliminary approval, whichever comes first) ("Class" or "Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all of Defendants' current and former non-exempt agricultural workers who performed labor on an hourly or piece rate basis for Defendants in the state of California during the PAGA Settlement Period (October 28, 2021 to September 24, 2023, or the date of preliminary approval, whichever comes first) ("Aggrieved Employees" or "PAGA Members").

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

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

The above estimates are based on Defendants' records showing that **you worked ______ workweeks** during the Class Settlement Period and **you worked ______ workweeks** during the PAGA Settlement Period. If you believe that you worked more workweeks 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 act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Settlement Period wage claims and PAGA Settlement Period penalty claims against Defendants.

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [date]**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice.

	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by [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 reduce 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 don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by [date]**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Settlement Period and how many Pay Periods you worked at least one day during the PAGA Settlement Period, respectively. The number Class Settlement Period Workweeks and number of PAGA Settlement Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay wages and/or overtime under Labor Code sections 510, 1194, 1197.1, and 1199; failing to reimburse business expenses pursuant to Labor Code section 2802; failing to provide accurate itemized wage statements pursuant to Labor Code section 226(a); waiting time penalties pursuant to Labor Code section 203; and violation of Business & Professions Code section 17200. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Kingsley & Kingsley, APC and Martinez Aguilasocho Law, Inc. ("Class Counsel.")

Defendants strongly deny 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 Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants engaged in extensive informal discovery and settlement discussions in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants will pay $650,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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 $216,666.67 (33-1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $10,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $30,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to $12,000.00 to the Administrator for services administering the Settlement.

D. Up to $15,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Settlement 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 Class Payments to Participating Class Members based on their Class Settlement Period Workweeks.

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

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 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 or his/her representative setting forth a 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 Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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

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

8. <u>Administrator.</u> The Court has appointed a neutral company, Xpand Legal Consulting (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, 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. <u>Participating Class Members' Release.</u> After the Judgment is final and Defendants have fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Settlement Period facts and PAGA penalties based on PAGA Settlement Period facts, as alleged in the Action and resolved by this Settlement.

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

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands,

liabilities, damages, attorney's fees, costs, and penalties, relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, overtime wages, unpaid reimbursements and expenses, wage statement violations, and separation pay violations (collectively, the "Released Class Claims") during the Class Settlement Period. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Settlement Period.

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

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

    All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notices and ascertained in the course of the Action including, any and all claims involving any alleged failure to pay unpaid wages, minimum wages, regular wages, overtime wages, unpaid reimbursements and expenses, wage statement violations, and separation pay violations; (collectively, the "Released PAGA Claims") during the PAGA Settlement Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $15,000.00by the total number of PAGA Pay Periods worked by all

Aggrieved Employees and (b) multiplying the result by the number of PAGA Settlement Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Settlement Period and the number of PAGA Pay Periods you worked during the PAGA Settlement Period, as recorded in Defendants' records, are stated in 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, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as JAIME SANTIAGO VASQUEZ, ET AL. v. PJ FARM LABOR, INC., ET AL., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs is requesting as a Class Representative Service Award. 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 **[need details]** or the Court's website **[need details]**.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written 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 JAIME SANTIAGO VASQUEZ, ET AL. v. PJ FARM LABOR, INC., ET AL. and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 8 of the Kings Superior Court, located at Kings Superior Court, 1640 Kings County Drive Hanford, CA 93230. 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.

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

9. HOW CAN I GET MORE INFORMATION?

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

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

Class Counsel:

Eric B. Kingsley
Liane Katzenstein Ly
Jessica Bulaon
eric@kingsleykingsley.com
liane@kingsleykingsley.com
jessi@kingsleykingsley.com
Kingsley & Kingsley, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
(818) 990-8300

Settlement Administrator:
Settlement Administrator:
[Name of Company]
[Name of Company]
[M[Email Address]
[Mailing Address]
[Fa[Telephone]
[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund [website] for instructions on how to retrieve the funds 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.

EXHIBIT "2"

XPAND

Case Name:	**PJ Farms Settlement**
Date:	August 1, 2023
Client Name:	Liane Katzenstein Ly
Client Email:	liane@kingsleykingsley.com
Xpand Contact:	Jonathan Paul
Xpand Contact Email Address:	jonathan@xpandlegal.com
Xpand Contact Phone Number:	310.948.7117

**Cost Estimate for Legal Administration Services*
**Pricing Good for 90 Days*
**Assumes Scope Within - Additional Services Priced Accordingly*

Key Assumptions Used for Pricing	
Class Size	215
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	Yes
Spanish Translation	Yes
National Change of Address (NCOA)	Yes
Wage Tax Reporting	Yes
Number of States for Tax Reporting	1
Number of Payment Distributions	1
Tax Reporting Years	1
Remaining Funds After Distribution	Cy Pres

Case Setup

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	$125.00	3	$375.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	$124.00	3	$372.00
NCOA (Includes CASS & LACS)	Flat Fee	$195.51	1	$195.51
Spanish Translation	Flat Fee	$1,177.19	1	$1,177.19
Toll Free Telephone Support	Flat Fee	$750.00	1	$750.00
Static Website	Flat Fee	$250.00	1	$250.00
			Total	**$3,119.70**

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at $125/hour.*

Notification

Service	Type	Cost Per Piece	Volume	Total
Print & Mail Notice Package	Per Piece	$3.00	215	$645.00
USPS First Class Mail - 1oz	Per Piece	$0.61	215	$131.15
Submission Processing (Claim Forms, Opt Outs, Disputes, Objections)	Hourly	$75.00	5	$375.00
Undeliverable Mail Processing	Per Piece	$10.00	22	$215.00
Address Trace Undeliverable Mail	Per Piece	$10.00	22	$215.00
Remail Notice Package (Undeliverable & Forwards)	Per Piece	$20.00	28	$559.00
			Total	**$2,140.15**

Project Management

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	$125.00	5	$625.00
Status Reporting (Ongoing & Final)	Hourly	$75.00	3	$225.00
Declaration (Final Approval & Payment)	Hourly	$125.00	2	$250.00
Executive Oversight	Hourly	$200.00	1	Waived
			Total	**$1,100.00**

Distribution

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	$125.00	3	$375.00
Data Analyst - Payment File Production & Quality Review	Hourly	$125.00	2	$250.00
Print & Mail Payments	Per Piece	$4.00	215	$860.00
USPS First Class Mail - 1oz	Per Piece	$0.61	215	$131.15
Undeliverable Payment Processing	Per Piece	$10.00	22	$215.00
Remail Payments (Undeliverable & Forwards)	Per Piece	$20.00	28	$559.00
Tax ID Setup & Shutdown	Flat Fee	$750.00	1	$750.00
Qualified Settlement Fund (QSF) Creation, Reporting & Closure	Hourly	$125.00	10	$1,250.00
QSF Monthly Fees & Account Reconciliation	Per Piece	$100.00	6	$600.00
Process Remaining Funds to Defendant	Flat Fee	$150.00	1	$150.00
			Total	**$5,140.15**

Total Case Cost - Flat Fee: $11,500.00

All services to be provided by Xpand Legal (hereinafter, “Xpand") to Client shall be subject to the following terms and conditions:

- **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are referenced. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not include any services not referenced in the request for proposal. These services do not constitute legal services or advice. Xpand is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

- **Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates and are subject to change. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to Xpand. Actual fees charged by Xpand to Client may be greater or less than the estimate, and Client shall be responsible for the payment of all charges and expenses in accordance with Section 5 below. Charges incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

- **Payment of Charges:** Xpand agrees to defer payment of fees for up to 48 months or until settlement is reached, whichever is earlier. Xpand invoices are due upon receipt unless otherwise negotiated and agreed to with the Client. The entire remaining balance is due and payable at the time the Account is funded by. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement or case status, do not affect the Client’s liability to Xpand for payment of services. Services are not provided on a contingency fee basis.

- **Indemnification:** Client will indemnify and hold Xpand (and the officers, employees, affiliates and agents harmless against any Losses incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any aspect of the project by Xpand in accordance with Client’s instructions.

- **Confidentiality:** Xpand maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to Xpand by Client. Should Xpand ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse Xpand for any of its costs, including attorneys’ fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.

- **Data Rights:** Xpand does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.

- **Document Retention:** Unless directed otherwise in writing by Client, Xpand will maintain documents and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

- **Limitation of damages:** Xpand is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of Xpand to the Client shall not exceed the total amount billed to the Client for the services that give rise to any loss.

- **Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' pri or written notice to Xpand. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Xpand may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

- **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

- **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand’s reasonable control, then such performance shall be excused and this Agreement, at Xpand’s option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

- **Waiver of Rights:** No failure or delay on the part of either party in exercising any right will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing.

- **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

- **Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

(Proof of Submission to the LWDA)

EXHIBIT "3"

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On December 20, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

[ ] **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (https://dir.tfaforms.net/315) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 20, 2023, at Woodland Hills, California.

Michelle Tanzer

SERVICE LIST
Jaime Santiago Vasquez, et. al v. PJ Farm Labor, Inc. et. al
Superior Court of California, County of Kings
Case No: 22C-0382

Naomi C. Herrera James D. Miller Cesar A. Vargas Jason L. Dunbar **RAIMONDO | MILLER, ALC** P.O. Box 28100 Fresno, CA 93729 NCH@raimondomiller.com jdm@raimondomiller.com cav@raimondomiller.com jld@raimondomiller.com *Attorneys for PJ Farm Labor, Inc. Via Electronic Mail Transmission* **FORTUNE & SONS** **C/O FENNEMORE DOWLING AARON** Mark Douglas Kruthers mkruthers@fennemorelaw.com 8080 N Palm Ave 3FL, Fresno, CA 93711 *Attorneys for Fortune & Sons* *Via Electronic Mail Transmission* **MEDEROS, ORMONDE & RASCON ATTORNEYS AT LAW** Erika L. Rascon, Esq. ELR@tulareesq.com 791 North Cherry St. Tulare, CA 93274 *Attorneys for Clarklind Farms and Mattos and Sons Dairy* *Via Electronic Mail Transmission*	Edgar Aguilasocho Mario Martinez **MARTINEZ AGUILASOCHO LAW, INC.** P.O Box 1998 Bakersfield, California 93303 Mmartinez@farmworkerlaw.com eaguilasocho@farmworkerlaw.com *Attorneys for Plaintiffs and the Proposed Class* *Via Electronic Mail Transmission*