

B. James Fitzpatrick (State Bar No. 129056)
Alison L. Baker (State Bar No. 193601)
FITZPATRICK & SWANSTON
555 South Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Tel: (213) 488-6555
Fax: (213) 488-6554

Justin Lo (State Bar No. 280102)
WORK LA WYERS PC
22939 Hawthorne Blvd., Suite 202
Torrance, CA 90505
Telephone: (424) 355-8535
Facsimile: (424) 355-8335

Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

SIMON EDEZA CAMPANA,

Plaintiff,

v.

VISTA VERDE LABOR, INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23CV000638

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

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SETTLEMENT

This Joint Stipulation of Class and Representative Action Settlement (“Agreement” or “Settlement”) is made and entered into by and between Plaintiffs Simon Edeza Campana, Magdalena Adame Quezada, Maria Isabel Perez Gomez, Pablo Ortiz Garcia and Carina Merino Ramirez (collectively, “Plaintiffs”) and Defendants Vista Verde Labor, Inc. and Maria D. Maldonado (collectively, “Defendants”) (Plaintiffs and Defendants hereinafter referred collectively as “the Parties”).

A. PROCEDURAL HISTORY

1. This Settlement is made and entered into by and between Plaintiffs and Defendants, and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants.

The Campana Action.

2. On October 19, 2022, Plaintiff Simon Edeza Campana (“Plaintiff Campana”) filed a written notice with the California Labor & Workforce Development Agency alleging that Defendant Vista Verde Labor, Inc. (“Vista Verde”) violated Labor Code sections 201, 201.3, 202, 203, 204, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, 2699, 2800 and 2802, and the applicable California Industrial Welfare Commission Wage Order, pursuant to Labor Code section 2699 (“Campana PAGA Notice”).

3. On March 2, 2023, Plaintiff Campana filed an individual in representative PAGA complaint against Vista Verde in the matter of *Simon Edeza Campana v. Vista Verde Labor, Inc.*, Monterey County Superior Court Case No. 23CV000638. The original complaint alleged individual and representative PAGA claims predicated on Vista Verde’s alleged failure to pay for all hours worked, failure to pay all minimum and overtime wages owed, failure to timely pay wages, failure to provide meal and rest periods or pay premium compensation in lieu thereof, failure to reimburse for work-related expenses, and failure to provide accurate wage statements

as required by law.

4. On June 27, 2023, Plaintiff Campana filed a first amended complaint, adding class claims premised on the same Labor Code violations alleged in the Campana PAGA Notice.

5. On January 26, 2024, Plaintiff Campana filed a second amended complaint. The second amended complaint: (i) added Magdalena Adame Quezada and Maria Isabel Perez Gomez as named plaintiffs; and (ii) alleged individual claims for discrimination and retaliation on behalf of Plaintiff Campana.

6. On May 3, 2024, the plaintiffs in the *Campana* Action filed a third amended complaint for the purpose of adding Boekenooogen Winery, Caymus Vineyards, Chalone Vineyard, Gallo Vineyards, Wrimmway Enterprises, JVFarms, Kirk Williams, Marc Pura Ranch, Pedrazzi Farms, Scheid Vineyards, Sebastian Harvesting, Tanimura & Antle, and Triangle Farms, as named defendants.

The Garcia Action.

7. On March 2, 2023, Plaintiff Garcia initiated the *Garcia* Action in Monterey County Superior Court. A First Amended Complaint was later filed on May 15, 2023.

Mediation.

8. Given the shared defendants and related claims at issue, the parties to the *Campana* Action and *Garcia* Action agreed to participate in a global mediation. In advance of the mediation, Defendants produced meal and rest break policies, sample employee payroll and time records, as well as data points related to the number of putative class members, number of separated putative class members, number of workweeks worked during the Class Period, and number of pay periods at issue during the PAGA Period.

9. On October 25, 2024, the Parties engaged in mediation with Christopher Panetta, an experienced wage and hour class action mediator. However, the case did not resolve at mediation.

10. With the assistance of Mr. Panetta, the Parties continued to engage in settlement negotiations. After the exchange of further information and extended negotiations, the Parties reached the present class-wide settlement. The settlement discussions were conducted at arm's-

length.

11. The Parties recognize the risk, expense, and delay in continuing the *Campana* Action and the *Garcia* Action, and therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

B. DEFINITIONS

The following definitions are applicable to this Agreement. Definitions contained elsewhere in this Agreement shall also be effective:

1. “*Campana* Action” or “Action” means *Simon Edeza Campana v. Vista Verde Labor, Inc.*, Monterey County Superior Court Case No. 23CV000638, filed on March 2, 2023.

2. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement, including the Notice of Proposed Class Action Settlement attached as Exhibit A.

3. “Class” or “Class Member(s)” mean all current and former non-exempt employees of Vista Verde who worked in California at any time during the Class Period.

4. “Class Counsel” means B. James Fitzpatrick and Alison L. Baker of Fitzpatrick & Swanson, Larry W. Lee, Kristen M. Agnew, Max Gavron and Kwanporn “Mai” Tulyathan of Diversity Law Group, P.C., and Justin Lo and Jarrod Nakano for Work Lawyers, PC.

5. “Class Counsel Award” means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel, from the Gross Settlement Amount, for the services they have rendered and will render to Plaintiffs and the Class in the Action. Defendants agree not to oppose Class Counsel Award not to exceed one-third of the Gross Settlement Amount, *i.e.*, the sum of Seven Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$733,333.33), and litigation costs in the amount of up to Fifteen Thousand Dollars (\$15,000.00), subject to the Court finally approving this Settlement. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount, and shall be distributed to Participating Class Members as provided in this Agreement.

6. “Class Data” means information regarding all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class Data shall include: each Class Member’s full name, most recent mailing address, employee number, Social Security number, the number of workweeks worked by each Class Member during the Class Period, and the number of pay periods worked by each PAGA Group Member during the PAGA Period.

7. “Class Period” means the period from March 2, 2019, through November 4, 2024.

8. “Class Representatives” or “Plaintiffs” mean Plaintiffs Simon Edeza Campana, Magdalena Adame Quezada, Maria Isabel Perez Gomez, Pablo Ortiz Garcia and Carina Merino Ramirez.

9. “Counsel for Defendants” or “Defense Counsel” mean James D. Miller of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

10. “Court” means the Superior Court for the State of California, County of Monterey, or any other court taking jurisdiction of the Action.

11. “Defendants” mean Defendant Vista Verde Labor, Inc. and Maria D. Maldonado.

12. “Effective Date” means the later of: (a) the date when the Final Approval Order is signed and served upon Defendants, if there are no objections, or if an objection is withdrawn prior to the Final Approval hearing, or (b) in the event there are objectors, sixty (60) days after service of notice of entry of the Final Approval Order and Judgment on the Parties and all objectors to the Settlement without any appeals or request for review being taken, or (c) if appeals or requests for review have been taken, then 60 days after orders affirming said Final Approval Order and Judgment or denying review after exhaustion of all appellate remedies.

13. “Final Approval” means the Final Approval Order and Judgment signed and entered by the Court approving the Settlement on substantially the terms provided herein or as the same may be modified by subsequent written agreement of the Parties as approved by the Court following the Final Approval Hearing in accordance with the terms herein.

14. “Garcia Action” means *Pablo Ortiz Garcia v. Vista Verde Labor, Inc.*, Monterey

County Superior Court Case No. 23CV000632, filed on March 2, 2023.

15. “Gross Settlement Amount” means the gross amount of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, and which is inclusive of: (1) all Individual Settlement Payments to Participating Class Members; (2) the PAGA Penalties Fund; (3) the Service Awards to Plaintiffs; (4) the Class Counsel Award; and (5) all Settlement Administration Costs. The Gross Settlement Amount shall also include any interest that accrues in the escrow account created by the Settlement Administrator.

16. “Grower Defendants” means Scheid Vineyards, Tanimura & Antle, and Sebastian Harvesting.

17. “Individual PAGA Payment(s)” means each PAGA Group Member’s share of the Net PAGA Payment, to be distributed to PAGA Group Members.

18. “Individual Settlement Payment” means the pro rata share of the Net Settlement Amount that shall be paid to Participating Class Members, less the employee’s portion of required federal and state withholdings.

19. “LWDA Payment” means seventy-five percent (75%) of the PAGA Penalties Fund paid to the LWDA pursuant to California Labor Code section 2699(i).

20. “Net PAGA Payment” means twenty-five percent (25%) of the PAGA Penalties Fund paid to the PAGA Group Members pursuant to California Labor Code section 2699(i).

21. “Net Settlement Amount” means the balance of the Gross Settlement Amount remaining after deduction of the approved PAGA Penalties Fund, the Service Awards to Plaintiffs, the Class Counsel Award and Settlement Administration Costs.

22. “Notice of Objection” means a Class Member’s valid and timely written objection, which may be made in English or Spanish, to the Settlement.

23. “Notice Packet” means the Notice of Proposed Class Action Settlement, substantially in the form attached as Exhibit A, which shall be mailed to employees in both English and Spanish.

24. “Operative Complaint” means the Fourth Amended Class and Representative

Action Complaint to be filed by Plaintiffs in the *Campana* Action to effectuate this Settlement.

25. “PAGA Group Members” means all current and former non-exempt employees of Vista Verde who worked in California at any time during the PAGA Period.

26. “PAGA Penalties Fund” means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004. Subject to Court approval and pursuant to California Labor Code section 2699(l), the Parties agree that the PAGA Penalties shall be Two Hundred Thousand Dollars (\$200,000.00). Seventy-five percent (75%) of the PAGA Penalties Fund, *i.e.* One Hundred Fifty Thousand Dollars (\$150,000.00), will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Penalties Fund, *i.e.* Fifty Thousand Dollars (\$50,000.00), shall be distributed to PAGA Group Members.

27. “PAGA Period” means the period from October 19, 2021, through November 4, 2024.

28. “Parties” means Plaintiffs, on behalf of themselves and the Class, and Defendants collectively.

29. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion. A Class Member’s status as a Participating Class Member is separate and independent of that Class Member’s status as a PAGA Group Member.

30. “Preliminary Approval Order” or “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

31. “Released Class Claims” means all claims that were, or that could have been, pled in the Operative Complaint, based on the facts and theories alleged in the Action, for violation of Labor Code sections 201, 202, 203, 204, 216, 218, 221, 226(a), 226.7, 246 *et. seq.*, 510, 512, 558, 1194, 1198, and 2802, and that accrued during the Class Period.

32. “Released PAGA Claims” means all claims for civil penalties or other remedies recoverable under Labor Code section 2698, *et seq.*, which were, or that could have been, pled in the Operative Complaint, the *Campana* PAGA Notice or *Garcia* PAGA Notice, based on the facts and theories alleged in the Action, for violation of Labor Code sections 201, 202, 203,

204, 216, 218, 221, 226(a), 226.7, 246 *et. seq.*, 510, 512, 558, 1194, 1198, and 2802, and that accrued during the PAGA Period. The release includes a release of civil penalties, attorneys' fees, and costs.

33. "Released Parties" means Vista Verde Labor, Inc., Maria D. Maldonado and the Grower Defendants, and each of their past and present affiliated entities, parent companies, predecessors and assigns, successors, related organizations, subsidiaries, divisions, payroll processors, independent contractors, insurers, owners, officers, shareholders, executives, managers, attorneys, and employees.

34. "Request for Exclusion" means a timely written letter submitted by a Class Member indicating a request to be excluded from/opt out of the Settlement. The Request for Exclusion may be made in English or Spanish.

35. "Response Deadline" means forty-five (45) calendar days after the Settlement Administrator initially mails the Notice Packet to Class Members, and the last date on which Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement. Those Class Members who receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) calendar days from the original Response Deadline.

36. "Service Award" means the amount that the Court authorizes to be paid to the Class Representatives, in addition to their Individual Settlement Payments and Individual PAGA Payment, in recognition of their efforts and risks in assisting with the prosecution of the Action, and providing a general release of all claims. Subject to the Court granting Final Approval of the Settlement, the Parties agree that each Class Representative shall be paid up to Five Thousand Dollars (\$5,000.00) (collectively, \$25,000.00) from the Gross Settlement Amount. Defendant has agreed not to oppose the Class Representatives' application for the Service Awards, provided that the request is consistent with this Agreement. Any portion of the Service Award not awarded to the Class Representatives shall be added to the Net Settlement Amount, and shall be distributed to Participating Class Members as provided in this Agreement.

37. "Settlement" means the agreement among the Parties to resolve the Action and the *Garcia* Action, as set forth in this Stipulation.

1 38. “Settlement Administration Costs” means the fees and expenses reasonably
2 incurred by the Settlement Administrator as a result of the procedures and processes expressly
3 required by this Agreement, which are currently estimated at Fifty-Five Thousand Dollars
4 (\$55,000.00). Any portion of the Settlement Administration Costs not approved by the Court
5 shall become part of the Net Settlement Amount, and shall be distributed to Participating Class
6 Members as provided in this Agreement.

7 39. “Settlement Administrator” means Phoenix settlement Administrators.

8 40. “Settlement Payment Check” means the payment to Participating Class Members
9 and/or PAGA Group Members pursuant to this Settlement.

10 41. “Vista Verde” means Defendant Vista Verde Labor, Inc. and Maria Maldonado.

11 **C. CONSOLIDATION & CLASS CERTIFICATION**

12 1. Fourth Amended Complaint. After the execution of this Agreement, but before
13 seeking Court approval of this Settlement, Plaintiffs will file a Fourth Amended Representative
14 Action Complaint (“Operative Complaint”) in this Action. The Operative Complaint shall: (i)
15 include all claims and allegations alleged in the *Campana* Action and *Garcia* Action; (ii) add
16 Pablo Ortiz Garcia and Carina Merino Ramirez as named plaintiffs; and (iii) add Maria D.
17 Maldonado and the Grower Defendants as named defendants. Defendants will stipulate to the
18 filing of the Operative Complaint after review and confirmation that the Operative Complaint
19 complies with this Agreement. Defendants’ obligation to file an Answer to the Operative
20 Complaint is stayed pending the Final Approval of the Settlement and will be mooted by the
21 Court’s approval of this Agreement.

22 2. Service of the Operative Complaint on the Grower Defendants. Plaintiffs’
23 obligation to serve the Grower Defendants with the Operative Complaint is stayed pending the
24 Final Approval of the Settlement and will be mooted by the Court’s approval of this
25 Agreement.

26 3. Dismissal of the *Garcia* Action. Pablo Ortiz Garcia and Carina Merino Ramirez
27 agree to file a request for dismissal *without* prejudice of the *Garcia* Action, including any
28 supporting papers required, prior to or concurrently with the filing of the Operative Complaint

1 in this Action. The dismissal of the *Garcia* Action shall be subject to Court approval.

2 4. Stipulation to Class Certification. The Parties agree that, for settlement purposes
3 only, the Court shall certify a Class consistent with this Agreement. For purposes of settlement
4 only, Plaintiffs' counsel may be appointed as class counsel, and Plaintiffs may be appointed as
5 the class representatives. The Parties agree that nothing in this Agreement, including the Parties'
6 agreement regarding certification for settlement purposes, is in any way an admission that class
7 certification is proper and that evidence of this limited stipulation for settlement purposes only
8 will not be deemed admissible in this or any other proceeding for any reason. If the Court does
9 not approve the Settlement, the stipulation to certification will be void.

10 **D. MONETARY TERMS OF AGREEMENT**

11 1. Settlement Consideration. Defendants shall pay the sum of the Gross Settlement
12 Amount as specified in this Agreement, which shall be used to pay: (1) all Individual Settlement
13 Payments to Participating Class Members; (2) the PAGA Penalties Fund; (3) the Service
14 Awards to Plaintiffs; (4) the Class Counsel Award; and (5) all Settlement Administration Costs.
15 The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and
16 shall remain the sole responsibility of Defendants who shall pay it to the Settlement
17 Administrator for handling. The Parties agree that this is a non-reversionary Settlement and that
18 no portion of the Gross Settlement Amount shall revert to Defendants.

19 2. Escalator Clause. The Gross Settlement Amount was calculated with, and is
20 premised on, Defendants' representation that Class Members worked approximately 193,641
21 total workweeks from March 2, 2019 through October 25, 2024. In the event the actual number
22 of workweeks worked by Class Members during the Class Period exceeds 213,005 workweeks
23 (*i.e.*, increases by more than ten percent (10%)), the Gross Settlement Amount shall increase
24 proportionately for the percentage increase over ten percent (10%). For example, if the number
25 of workweeks increases by eleven percent (11%), then the Gross Settlement Amount shall
26 increase by one percent (1%), which is one percent (1%) above the ten percent (10%) buffer.
27 Defendants shall also be responsible for any Settlement Administration Costs of this additional
28 payment, which will not be deducted from the Gross Settlement Amount, but will be separately

1 paid.

2 3. Funding of the Gross Settlement Amount. Defendants shall deposit the Gross
3 Settlement Amount, into an escrow account to be established by the Settlement Administrator.
4 Defendants shall make the first payment of Four Hundred Fifty Thousand Dollars (\$450,000.00)
5 on April 24, 2025. Following the initial payment, Defendants, beginning on July 1, 2025, shall
6 make quarterly payments (i.e., every 3 months) in accordance with the following schedule until
7 the Gross Settlement Amount is paid in its entirety:

8 Payment #	Due Date	Amount
9 2	July 1, 2025	\$145,833.34
10 3	October 1, 2025	\$145,833.34
11 4	January 1, 2026	\$145,833.34
12 5	April 1, 2026	\$145,833.34
13 6	July 1, 2026	\$145,833.34
14 7	October 1, 2026	\$145,833.34
15 8	January 1, 2027	\$145,833.34
16 9	April 1, 2027	\$145,833.34
17 10	July 1, 2027	\$145,833.34
18 11	October 1, 2027	\$145,833.34
19 12	January 1, 2028	\$145,833.34
20 13 (Final)	April 1, 2028	\$145,833.26

23
24 Prior to Final Approval of the Settlement, all payments shall be deposited into an escrow
25 account with the Settlement Administrator. Any escrow fees and costs shall be paid out of the
26 Gross Settlement Amount as settlement administration costs. The terms of the escrow will be
27 that upon presentation of a signed final order approving the settlement, the funds shall be
28 transferred to the Qualified Settlement Fund (“QSF”) set up by the Settlement Administrator.

1 Any payments due after the date of Final Approval shall be made directly to the Settlement
2 Administrator's QSF. The money paid into the QSF shall be deposited into a money market fund
3 with any accrued interest to be added to the Net Settlement Amount.

4 4. Notice of Default. In the event that Defendants fail to pay the Gross Settlement
5 Amount in accordance with this Agreement, Plaintiffs shall provide notice to Defense Counsel
6 and an opportunity to cure the default. Should Defendants fail to cure the default, any money
7 paid through the date of default shall be retained by the Settlement Administrator and applied to
8 any liability at trial. Defendants shall be jointly and severally liable for the full amount of the
9 Gross Settlement Amount.

10 5. Class Counsel Award. Defendants agree not to oppose or impede any application
11 or motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross Settlement
12 Amount, *i.e.*, the sum of Seven Hundred Thirty-Three Thousand Three Hundred Thirty-Three
13 Dollars and Thirty-Three Cents (\$733,333.33), and costs in the amount of up to Fifteen
14 Thousand Dollars (\$15,000.00), which shall be paid from the Gross Settlement Amount. The
15 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the
16 awarded attorneys' fees and costs. Any portion of the Class Counsel Award not awarded to
17 Class Counsel shall become part of the Net Settlement Amount and shall be distributed to
18 Participating Class Members as provided in this Agreement.

19 6. Service Awards. Defendants agree not to oppose or impede any application or
20 motion by the Class Representatives for Service Awards of up to Five Thousand Dollars
21 (\$5,000.00) each, collectively Twenty-Five Thousand Dollars (\$25,000.00). The Service
22 Awards shall be paid from the Gross Settlement Amount and shall be paid in addition to the
23 Class Representatives' Individual Settlement Payment and Individual PAGA Payment. The
24 Settlement Administrator shall issue an IRS Form 1099 to the Class Representatives reflecting
25 the Service Awards. The Class Representatives shall be solely and legally responsible to pay
26 any and all applicable taxes on their Service Awards and shall hold harmless, and indemnify,
27 Defendants from any claim or liability for taxes, penalties, interest, or other payments and
28 costs arising as a result of the non-withholding of taxes from the Service Awards. Any portion

of the Service Awards not awarded to the Class Representatives shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as provided in this Agreement.

7. Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, not to exceed Fifty-Five Thousand Dollars (\$55,000.00). The Settlement Administrator shall provide the following services:

a. Establish and maintain an escrow account and Qualified Settlement Fund account;

b. Calculate the amount of the Settlement each Class Member/PAGA Group Member is eligible to receive;

c. Prior to mailing the Notice Packet, the Settlement Administrator will verify the last known address for each Class Member through a generally utilized, national address update database;

d. For those Class Members for whom Defendants have not been able to provide contact information, the Settlement Administrator shall perform a skip trace to identify an address where available prior to sending the Notice Packet;

e. Translating to Spanish, printing, and mailing the Notice Packet;

f. Establishing and maintaining a toll-free informational telephone support line to assist Class Members who have questions regarding the Notice Packet;

g. Conducting additional address searches for mailed Notice Packets that are returned as undeliverable, and to the extent new and more current addresses are found, the Settlement Administrator will also reprint and re-mail Notice Packets accordingly;

h. Fielding inquiries from Class Members, and administration of any Requests for Exclusion;

i. Calculating the Individual Settlement Payments and Individual PAGA Payments;

j. Printing and issuance of checks, and preparation of IRS Forms W-2 and

1099. Basic accounting for and payment of employee tax withholdings will also be included as part of this service; and

k. Providing declarations and/or other information to the Court as requested.

8. PAGA Penalties Fund. Subject to Court approval, the Parties allocate Two Hundred Thousand Dollars (\$200,000.00) of the Gross Settlement Amount for satisfaction of PAGA Group Members' claims for civil penalties under PAGA. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties Fund, shall be paid to the LWDA as the LWDA Payment. The remaining seventy-five percent (75%) of the PAGA Penalties Fund is the Net PAGA Payment. The Net PAGA Payment shall be distributed to PAGA Group Members on a pro rata basis, based on the number of pay periods each respective PAGA Group Member worked during the PAGA Period as compared to all aggregate pay periods worked by all PAGA Group Members during the PAGA Period. Should the Court alter the amount of the PAGA Penalties Fund, such allocation will not result in an increase in the Gross Settlement Amount.

9. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy Individual Settlement Payments to Participating Class Members in accordance with the terms of this Agreement. The Settlement Administrator will allocate the Individual Settlement Payments by first dividing the Net Settlement Amount by the total number of workweeks worked by Class Members during the Class Period. That value will then be multiplied by the number of workweeks each respective Participating Class Member worked during the Class Period to arrive at the Individual Settlement Amount for each respective Participating Class Member. Participating Class Members are entitled to 100% of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payments for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

10. Tax Treatment of Settlement Payments. All Individual Settlement Payments shall be allocated as follows: twenty percent (20%) to wages and subject to the withholding of all applicable local, state and federal taxes including payroll taxes; and eighty percent (80%) as

1 penalties and interest associated with unpaid wages and other claims asserted, neither of which
2 will be subject to any withholdings. Individual PAGA Payments shall be allocated as 100% to
3 penalties. The amount of payment shall be reported on IRS Forms W-2 and 1099, as appropriate,
4 by the Settlement Administrator.

5 11. No Credit Toward Benefit Plans. The Individual Settlement Payments and
6 Individual PAGA Payments, as well as any other payments made pursuant to this Agreement,
7 shall not be utilized to calculate any additional benefits under any benefit plans to which any
8 Class Members or PAGA Group Members may be eligible, including, but not limited to: profit-
9 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
10 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
11 will not affect any rights, contributions, or amounts to which any Class Members or PAGA
12 Group Members may be entitled under any benefit plans.

13 12. Administration of Taxes by the Settlement Administrator. The Settlement
14 Administrator will be responsible for issuing the Class Representatives, Class Members, PAGA
15 Group Members, Class Counsel, and applicable governmental authorities any IRS Forms W-2
16 and 1099 or other tax forms as may be required by law for all amounts paid pursuant to this
17 Settlement. The Settlement Administrator will also be responsible for forwarding all taxes and
18 penalties to the appropriate government authorities.

19 13. Tax Liability. The Parties have had an opportunity to consult with independent
20 tax counsel. The Parties are not giving any tax advice in connection with the settlement or any
21 payments to be made pursuant to the Agreement. The Parties do not intend anything contained
22 in this Agreement to constitute legal advice regarding the taxability of any amount paid
23 hereunder, nor shall anything in this Agreement be relied upon as such. By participating in the
24 settlement or receiving a payment, Plaintiffs, each Settlement Class Member, and each
25 Aggrieved Employee shall agree to be solely and legally responsible for paying all other
26 applicable taxes on their respective payments and shall indemnify and hold harmless any other
27 Party from any claim or liability for taxes, penalties, or interest arising as a result of the
28 payments.

14. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

E. COURT APPROVAL OF SETTLEMENT

1. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request preliminary approval of the Settlement, and the entry of a Preliminary Approval Order that: (a) conditionally certifies the Class for settlement purposes only, (b) preliminarily approves

1 the Settlement, and (c) sets a date for a Final Approval hearing. The Preliminary Approval
2 Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In
3 conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Agreement,
4 which sets forth the terms of this Settlement, and will include the proposed Notice of Settlement
5 document, attached as Exhibit A. Class Counsel will be responsible for drafting all documents
6 necessary to obtain Preliminary Approval with review by and in consultation with Defense
7 Counsel before filing.

8 2. Final Approval Hearing. Following expiration of the deadlines to postmark
9 Requests for Exclusion or Notices of Objection to the Settlement, and with the Court's
10 permission, a Final Approval Hearing will be conducted to determine whether to grant final
11 approval of the Settlement along with the amounts properly payable for: (a) Individual
12 Settlement Payments; (b) the LWDA Payment; (c) Net PAGA Payment; (d) the Class Counsel
13 Award; (e) the Service Awards; and (f) all Settlement Administration Costs. Class Counsel will
14 be responsible for drafting all documents necessary to obtain Final Approval with review by and
15 in consultation with Defense Counsel before filing. Class Counsel will also be responsible for
16 drafting the attorneys' fees and costs and Service Award application to be heard at the Final
17 Approval Hearing.

18 3. Entry of Judgment and Continued Jurisdiction. Upon Final Approval of the
19 Settlement by the Court or after the Final Approval Hearing, the Parties will present the
20 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
21 continuing jurisdiction until all payments and obligations provided for in the Settlement have
22 been fully executed solely for purposes of addressing: (a) the interpretation and enforcement of
23 the terms of the Settlement, (b) Settlement administration matters, and (c) such post-judgment
24 matters as may be appropriate under court rules or as set forth in this Agreement.

25 **F. SETTLEMENT ADMINISTRATION AND NOTICE PROCESS**

26 1. Settlement Administration Process. The actions of the Settlement Administrator
27 shall be governed by the terms of this Agreement, any orders from the Court, and any agreement
28 by counsel of record regarding communications with the Settlement Administrator. The Parties

agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

2. Delivery of the Class Data. Within ten (10) business days after the Court issues the Preliminary Approval Order, Defendants shall provide the Class List to the Settlement Administrator. The Class List shall only be used by the Settlement Administrator for the purpose of calculating Individual Settlement Payments and Individual PAGA Payments, notifying the Class Members and PAGA Group Members of the Settlement, and for mailing payments to Participating Class Members and PAGA Group Members pursuant to this Agreement. Contact information, including addresses for the Class Members, shall not be disclosed to Class Counsel, Plaintiffs or to any other third party. The Class List shall be kept confidential by the Settlement Administrator. However, following Defendants' delivery of the Class List to the Settlement Administrator, the Settlement Administrator shall acknowledge to all counsel that the data has been received, and state the number of Class Members, and total workweeks and pay periods in the Class List.

3. Notice by First-Class U.S. Mail. Within fifteen (15) business days after receiving the Preliminary Approval Order, the Settlement Administrator shall perform a search using the National Change of Address ("NCOA") Database for information to update and correct for any known or identifiable address changes, and then mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List, or any updated addresses resulting from the NCOA scrub.

4. Notice Packets. All Class Members will be mailed a Notice Packet in English and Spanish. Each Notice Packet will include without limitation: (1) information regarding the nature of the Action and relevant time periods at issue; (2) a summary of the Settlement's principal terms; (3) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments, if they do not request to be excluded; (4) the PAGA Group Member's estimated PAGA payment and the formula for calculating the payment; (5) instructions on how to submit valid opt outs or objections; (6) the Response Deadline by which the Class Member must submit their exclusions or objections to the

1 Settlement; (7) the date for the Final Approval Hearing; and (8) the claims to be released. The
2 Notice Packet will also inform Class Members that in order to receive the Individual Settlement
3 Payment and Individual PAGA Payment, they do not need to do anything except keep the
4 Settlement Administrator apprised of their current mailing addresses.

5 5. Re-Mailing of Returned Notices. Any Notice Packets returned to the Settlement
6 Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly
7 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
8 Administrator shall indicate the date of such re-mailing on the Notice Packet. If no forwarding
9 address is provided, the Settlement Administrator shall promptly attempt to determine the
10 correct address using a skip-trace, or mass search on LexisNexis databases based on set criteria
11 and, if another address is identified, shall mail the Notice Packet to the newly identified address.
12 If no address can be determined by the Settlement Administrator after these efforts, no further
13 efforts to determine an address shall be required. Those Class Members who receive a re-mailed
14 Notice Packet shall have their Response Deadline extended fifteen (15) calendar days from the
15 original Response Deadline.

16 6. Disputes Regarding Settlement Payments. In the event that Class Members have
17 a dispute as to the data provided by Defendants, Class Members will have the opportunity to
18 provide documentation and/or an explanation. If there is a dispute, the Settlement Administrator
19 will consult with the Parties to determine whether an adjustment is warranted. The Settlement
20 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement
21 Payments under the terms of this Agreement, and that determination shall be binding, subject to
22 final resolution by the Court if the Court decides to rule on the dispute. If the Court does not
23 issue a ruling on the dispute, the Settlement Administrator's determination of the dispute will
24 be binding upon Class Members.

25 7. Request for Exclusion Procedures. Any Class Member may opt-out from the
26 Settlement by submitting a written Request for Exclusion to the Settlement Administrator
27 postmarked by the Response Deadline. Such request may be made in English or Spanish.
28 Requests for Exclusion must: (i) state the name of the Action; (ii) contain the name, address,

1 and telephone number of the person requesting exclusion; (iii) state that the Class Member does
2 not wish to be included in the Settlement; and (iv) be signed by the Class Member. The Request
3 for Exclusion must be returned by mail to the Settlement Administrator at the specified address
4 number, and be postmarked on or before the Response Deadline. The date of the postmark shall
5 be the exclusive means to determine whether a Request for Exclusion has been timely submitted.
6 By submitting such a Request for Exclusion, a Class Member shall be deemed to have exercised
7 his or her option to opt out of the Action and not be bound by this Agreement. Accordingly, a
8 Class Member that timely submits a valid Request for Exclusion will not be entitled to any
9 payments under this Settlement and will not be bound by the terms of the Settlement, except
10 Class Members who are also PAGA Group Members will still release the Released PAGA
11 Claims. Any Class Member who fails to submit a valid and timely Request for Exclusion on or
12 before the Response Deadline shall be deemed a Participating Class Member and will be bound
13 by all terms of the Settlement, if the Settlement is granted final approval by the Court.

14 8. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
15 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
16 Request for Exclusion shall be bound by all of its terms, including those pertaining to the
17 Released Claims, as well as any Judgment that may be entered by the Court.

18 9. No PAGA Opt-Out. The Parties acknowledge and agree that for purposes of the
19 Settlement, all PAGA Group Members were allegedly aggrieved in the same manner pursuant
20 to Labor Code § 2698, *et seq.*, in that each PAGA Group Member allegedly suffered at least one
21 of the alleged Labor Code violations asserted in the operative complaint for which the PAGA
22 provides an available remedy. In light of the binding nature of a PAGA judgment on non-party
23 employees, individuals otherwise meeting the definition of PAGA Group Members who exclude
24 themselves from the Settlement, nonetheless shall be bound by the Judgment of the Released
25 PAGA Claims and will receive their proportionate share of the PAGA Penalties Fund.

26 10. Objection Procedures. Any Class Member who does not opt-out of this Settlement
27 shall be entitled to object to the Settlement. To submit a written objection or Notice of Objection
28 to the Settlement, a Class Member should return by mail a written statement of objection to the

1 Settlement Administrator at the specified address or facsimile by the Response Deadline. The
2 Notice of Objection must include: (i) the name of the Action; (ii) the objector's full name,
3 address, and telephone number; (iii) a written statement of basis for the objection; and (iv) the
4 objector's signature. The objector may include any copies of papers, briefs, or documents upon
5 which the objection is based. The Notice of Objection may be in English or Spanish. The Notice
6 of Objection must be returned by mail to the Settlement Administrator at the specified address
7 indicated in the Notice Packet and should be postmarked on or before the Response Deadline.
8 The date of the postmark on the Notice of Objection shall be deemed the exclusive means for
9 determining that a Notice of Objection is timely. Any Class Member who does not submit a
10 Notice of Objection in compliance with this section, or who does not appear at the final approval
11 hearing and present an oral objection to the Settlement, shall be deemed to have waived any
12 objection(s), shall be conclusively deemed a Participating Class Member, and shall be precluded
13 from making any objection (including by appeal or otherwise) to the Settlement. At no time
14 shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
15 object to the Settlement or appeal from the Order and Judgment. Class Counsel shall not
16 represent any Class Members with respect to any such objections to this Settlement. Any Class
17 Member who submits a valid Request for Exclusion shall not be allowed to object to this
18 Settlement.

19 11. Defendants' Right to Rescind. If the number of Class Members opting out of the
20 Settlement by submitting valid and timely Requests for Exclusion account for more than ten
21 percent (10%) of the total number of Class Members, Defendants have the right in their sole
22 discretion to elect to rescind the Parties' Settlement. The Parties agree that they will not
23 encourage any Class Member to opt out. If Defendants exercise the option to rescind, that
24 Defendants shall: (a) provide written notice to Class Counsel at least ten (10) business days prior
25 to the final approval hearing, and (b) pay all Settlement Administration Costs incurred by the
26 Settlement Administrator up to the date of that Defendants' notice to rescind. In the event the
27 Settlement is terminated, the Parties shall proceed in all respects as if this Agreement had not
28 been executed.

1 12. Certification Reports Regarding Individual Settlement Payment Calculations.

2 The Settlement Administrator shall provide Defense Counsel and Class Counsel a weekly report
3 which certifies the number of Class Members who have submitted valid Requests for Exclusion.
4 Additionally, the Settlement Administrator will provide to counsel for all Parties any updated
5 reports regarding the administration of the Settlement as needed or requested.

6 13. Distribution of Settlement Payments. Within ten (10) calendar days of the transfer

7 to the Settlement Administrator of the portion of the Gross Settlement Amount sufficient to pay
8 the Net Settlement Amount, PAGA Penalties Fund and Service Awards, the Settlement
9 Administrator shall pay: (i) all Individual Settlement Payments owed to Participating Class
10 Members; (ii) twenty-five percent (25%) of the PAGA Penalties Fund to PAGA Members; (iii)
11 seventy-five percent (75%) of the PAGA Penalties Fund to the Labor and Workforce
12 Development Agency; and (iv) the Service Awards to the Class Representatives. The Settlement
13 Administration Costs and Class Counsel Award shall be paid pursuant to Class Counsel's
14 instructions, after the distribution of the Net Settlement Amount, PAGA Penalties Fund and
15 Service Awards. In no event shall any payments be made pursuant to this Paragraph prior to the
16 Final Approval of the Settlement.

17 14. Uncashed Settlement Payment Checks. Any checks issued by the Settlement

18 Administrator to Class Members and/or PAGA Group Members shall be negotiable for not less
19 than one hundred and eighty (180) after the postmarked date of their initial mailing. Those funds
20 represented by settlement checks returned as undeliverable and those settlement checks
21 remaining un-cashed for more than one hundred and eighty (180) calendar days after the
22 postmarked date of their initial mailing will be transmitted to the following *cy pres* recipient:
23 Watsonville Law Center. The Settlement Administrator shall direct such funds in compliance
24 with California Code of Civil Procedure section 84, or as otherwise directed by the Final
25 Approval Order. Those Class Members and/or PAGA Group Members who did not timely cash
26 their checks will nevertheless remain bound by the Settlement.

27 15. Certification of Completion. Upon completion of administration of the

28 Settlement, the Settlement Administrator shall provide a written declaration under oath to certify

1 such completion to the Court and counsel for all Parties.

2 16. Administration Costs if Settlement Fails or is Delayed. If an objection to the
3 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if
4 the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall
5 be borne equally by Defendants and Plaintiffs, unless otherwise specified in this Agreement.

6 **G. RELEASE OF CLAIMS**

7 1. Release of Claims by Participating Class Members. Upon the Effective Date and
8 funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members (as
9 well as their spouses, agents, heirs, executors, administrators, trustees, and/or permitted
10 assigns), hereby do and shall be deemed to have fully, finally and forever released, settled,
11 compromised, relinquished and discharged, to the fullest extent possible, the Released Parties
12 from all Released Class Claims. With respect to the Grower Defendants, the release shall be
13 limited to the specific workweeks in which Vista Verde assigned the Participating Class
14 Member to work one or more shift at the Grower Defendant.

15 2. Release of Claims by PAGA Group Members. Upon the Effective Date and
16 funding of the Gross Settlement Amount, Plaintiffs and all PAGA Group Members (as well as
17 their spouses, agents, heirs, executors, administrators, trustees, and/or permitted assigns),
18 hereby do and shall be deemed to have fully, finally and forever released, settled,
19 compromised, relinquished and discharged, to the fullest extent possible, the Released Parties
20 from all Released PAGA Claims. With respect to the Grower Defendants, the release shall be
21 limited to the specific pay periods in which Vista Verde assigned the PAGA Group Member to
22 work one or more shift at the Grower Defendant.

23 3. General Release and Waiver of Claims by Plaintiffs Magdalena Adame
24 Quezada, Maria Isabel Perez Gomez, Pablo Ortiz Garcia and Carina Merino Ramirez. As a
25 condition to obtaining the Service Awards provided for herein, Magdalena Adame Quezada,
26 Maria Isabel Perez Gomez, Pablo Ortiz Garcia and Carina Merino Ramirez (on behalf of
27 themselves and their respective heirs, executors, administrators, trustees, and/or permitted
28 assigns) also agree to a general release of any and all claims against the Released Parties –
which shall include without limitation any and all claims which in any way relate to their

1 employment with Defendants or termination thereof, under State or Federal law, in tort,
2 common law, statute, contract, or equity, whether pled in the Operative Complaint or not,
3 including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA,
4 PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order – now
5 existing or arising in the future, based on any act, omission, event, occurrence, or
6 nonoccurrence from the beginning of time to the date of execution hereof. Plaintiffs
7 Magdalena Adame Quezada, Maria Isabel Perez Gomez, Pablo Ortiz Garcia and Carina
8 Merino Ramirez further expressly waive and relinquish, to the fullest extent permitted by law,
9 the provisions, rights and benefits of Section 1542 of the California Civil Code, which
10 provides: “**A general release does not extend to claims which the creditor or releasing**
11 **party does not know or suspect to exist in his or her favor at the time of executing the**
12 **release, which if known by him or her must have materially affected his or her settlement**
13 **with the debtor or released party.”**

14 4. General Release and Waiver of Claims by Plaintiff Simon Edeza Campana. As a
15 condition to obtaining the Service Award provided for herein, Plaintiff Campana (on behalf of
16 himself and his heirs, executors, administrators, trustees, and/or permitted assigns) also agrees
17 to a general release of any and all claims against the Released Parties – which shall include
18 without limitation any and all claims which in any way relate to their employment with
19 Defendants or termination thereof, under State or Federal law, in tort, common law, statute,
20 contract, or equity, whether pled in the Operative Complaint or not, including but not limited
21 to any claims under the FLSA, Title VII, ADA, ADEA, PAGA, California Labor Code, or any
22 Industrial Welfare Commission Wage Order – now existing or arising in the future, based on
23 any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date
24 of execution hereof. Plaintiff Campana further expressly waives and relinquishes, to the fullest
25 extent permitted by law, the provisions, rights and benefits of Section 1542 of the California
26 Civil Code, which provides: “**A general release does not extend to claims which the**
27 **creditor or releasing party does not know or suspect to exist in his or her favor at the**
28 **time of executing the release, which if known by him or her must have materially**
affected his or her settlement with the debtor or released party.” The foregoing general

1 release and waiver of claims by Plaintiff Campana expressly excludes Plaintiff Campana's
2 claims under the California Fair Employment and Housing Act and related claims against
3 Defendants.

4 5. Limitation on Release. The foregoing releases shall not preclude Plaintiffs or
5 Class Counsel from seeking or recovering any amounts that Defendants are required to pay
6 under this Agreement, including without limitation, any unpaid portion of the Gross
7 Settlement Amount, attorneys' fees, and interest accruing on any such outstanding amounts.

8 **H. ADDITIONAL TERMS AND CONDITIONS**

9 1. Non-Admission of Liability. The Parties enter into this Agreement to resolve
10 the dispute that has arisen between them and to avoid the burden, expense, and risk of
11 continued litigation. In entering into this Agreement, Defendants do not admit, and
12 specifically deny, either of them have violated any federal, state, or local law; violated any
13 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
14 regulations, or legal requirements; breached any contract; violated or breached any duty;
15 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
16 respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor any
17 of the negotiations connected with it, shall be construed as an admission or concession by
18 Defendants of any such violations or failures to comply with any applicable law. Except as
19 necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms
20 and provisions shall not be offered or received as evidence in any action or proceeding to
21 establish any liability or admission on the part of Defendants or to establish the existence of
22 any condition constituting a violation of, or a non-compliance with, federal, state, local or
23 other applicable law.

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

28 3. Nullification of Settlement. In the event that: (a) the Court does not finally
approve the Settlement as provided herein; (b) Defendants withdraw from or terminate the

1 Settlement, or (c) the Settlement does not become final for any other reason, then this
2 Agreement and all the terms and agreements contained herein, and any documents generated
3 to bring it into effect, will be null and void, and all amounts deposited into the QSF will be
4 returned to Defendant, except as otherwise specified in the Agreement. Any order or
5 judgment entered by the Court in furtherance of this Settlement will likewise be treated as void
6 from the beginning, and the Parties will be returned to their respective positions as if no
7 settlement had been contemplated.

8 4. Confidentiality and Publicity. Plaintiffs and Class Counsel agree to keep this
9 Settlement and its terms strictly confidential before the motion for Preliminary Approval.
10 Neither Plaintiffs nor Class Counsel, directly or indirectly, shall issue a press release or hold a
11 press conference, publish information about the Settlement on any website, or otherwise
12 publicize the Settlement. Plaintiffs and Class Counsel agree not to respond to any press
13 inquiries concerning the Settlement except to respond, if necessary, that the matter was
14 resolved. Notwithstanding the preceding, Class Counsel may refer to the matter and publicly
15 available information in other court proceedings.

16 5. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
17 to class certification for purposes of this Settlement only, with the sole and limited exceptions
18 that either Party may appeal any court order that materially alters the Agreement's terms, and
19 Class Counsel may appeal an order from the Court, if any, which reduces its requested Class
20 Counsel Award.

21 6. Use of Best Efforts. The Parties and their counsel will cooperate with each other
22 and use their best efforts to effect and implement all terms and conditions of the Settlement
23 and to exercise their best efforts to accomplish the foregoing terms and conditions of the
24 Settlement. If the Parties are unable to reach agreement on the form or content of any
25 document needed to implement the Settlement, or on any supplemental provisions that may
26 become necessary to effectuate the terms of this Settlement, the Parties may seek the
27 assistance of the mediator, Chris Panetta, or the Court to resolve such disagreement.

28 7. Continued Jurisdiction. Pursuant to California Code of Civil Procedure section
664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and

1 enforcement of the terms of this Agreement and all orders and judgments entered in
2 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the
3 Court for purposes of interpreting, implementing, and enforcing the settlement embodied in
4 this Agreement and all orders and judgments entered in connection therewith.

5 8. Enforcement Action. In the event that one or more of the Parties institutes any
6 legal action or other proceeding against any other Party or Parties to enforce the provisions of
7 this Settlement or to declare rights and/or obligations or adjudicate any breaches under this
8 Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful
9 Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
10 connection with any enforcement actions. Before bringing an enforcement action, the Parties
11 agree to meet and confer in good faith in an attempt to resolve any issues related to the terms
12 of this Agreement prior to the filing of any enforcement action.

13 9. No Collateral Attack. The Settlement shall not be subject to collateral attack by
14 any Class Member or any recipient of the Class Notice after the Effective Date. Such
15 prohibited collateral attacks shall include but not be limited to claims that the Class Member
16 failed for any reason to receive timely notice of the procedure for disputing the calculation of
17 his or her Individual Settlement Payment.

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

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

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

1 of the provisions of this Agreement.

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

5 14. Entire Agreement. This Agreement and any attached Exhibits constitute the
6 entirety of the Parties' settlement terms, and replace any prior settlement agreements between
7 the Parties. No other prior or contemporaneous written or oral agreements may be deemed
8 binding on the Parties. Except as otherwise provided herein, each party shall bear its own
9 costs and attorneys' fees.

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

14 16. Severability. Except as provided below, if any provision of this Agreement is
15 held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed
16 and deleted from this Agreement, and neither that provision nor its severance and deletion
17 shall affect the validity of the remaining provisions.

18 17. California Law Governs. All terms of this Agreement and Exhibits hereto will
19 be governed by and interpreted according to the laws of the State of California.

20 18. Authorization to Enter into Settlement Agreement. Counsel for all Parties
21 warrant and represent they are expressly authorized by the Parties whom they represent to
22 negotiate this Settlement and to take all appropriate action required or permitted to be taken by
23 such Parties pursuant to this Agreement to effectuate its terms and to execute any other
24 documents required to effectuate the terms of this Agreement.

25 19. Representation by Counsel. The Parties acknowledge that they have been
26 represented by counsel throughout all negotiations that preceded the execution of this
27 Agreement, and that this Agreement has been executed with the consent and advice of counsel,
28 and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are
no liens on the Agreement or on any amounts to be paid to them under the Agreement's terms.

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

21. All Terms Subject to Final Court Approval. All amounts and procedures described in this Agreement herein, other than those relating to Preliminary Approval, will be subject to final Court approval.

22. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

23. Amendment or Modification. This Agreement may be amended or modified only by a written instrument, to be signed either by authorized representatives of all Parties (including their counsel) or their respective successors-in-interest.

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

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

26. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts, including through electronic signatures such as DocuSign (so long as supporting documents verifying the identity and nature of the electronic signature are maintained and provided upon request). All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

27. Notice to Parties. Whenever this Settlement requires or contemplates that one party, the Court, or the Settlement Administrator shall or may give notice to another, notice shall be provided by email, facsimile, and/or next-day (excluding Sundays and Court holidays) express delivery service as follows:

PLAINTIFFS

B. James Fitzpatrick
bjfitzpatrick@fandslegal.com
Alison Baker
abaker@fandslegal.com
FITZPATRICK & SWANSTON
555 South Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

Justin Lo
justin@caworklawyer.com
Jarrod Nakano
jarrod@caworklawyer.com
WORK LAWYERS PC
22939 Hawthorne Blvd., Suite 300
Torrance, CA 90505
Telephone: (424) 355-8535
Facsimile: (424) 355-8335

Larry W. Lee
lwlee@diversitylaw.com
Kristen M. Agnew
kagnew@diversitylaw.com
Max Gavron
mgavron@diversitylaw.com
Mai Tulyathan
ktulyathan@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Tel: (213) 488-6555
Fax: (213) 488-6554

DEFENDANTS

James D. Miller
james.miller@ogletree.com
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
7060 N. Marks Avenue, Suite 108
Fresno, California 93711
Tel: (559) 825-8509
Fax: (559) 570-0323

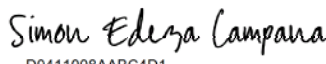
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this

Joint Stipulation of Class Action Settlement Between Plaintiffs and Defendants as of the date(s)
set forth below:

READ CAREFULLY BEFORE SIGNING.

Dated: 04/17/2025, 2025

PLAINTIFF SIMON EDEZA CAMPANA

Firmado por:

D0411008AABC4D1...
Simon Edeza Campana

Dated: 04/17/2025, 2025

PLAINTIFF MAGDALENA ADAME QUEZADA

Firmado por:

8CAD8A2B48CC400...
Magdalena Adame Quezada

Dated: 04/17/2025, 2025

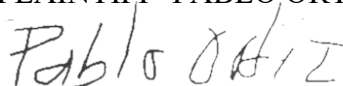
PLAINTIFF MARIA ISABEL PEREZ GOMEZ

Firmado por:

3A9EDA1ABD12416...
Maria Isabel Perez Gomez

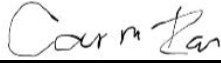
Dated: April 17, 2025

PLAINTIFF PABLO ORTIZ GARCIA


Pablo Ortiz Garcia

Dated: April 17, 2025

PLAINTIFF CARINA MERINO RAMIREZ


Carina Merino Ramirez

Dated: , 2025

DEFENDANT MARIA D. MALDONADO

Maria D. Maldonado

Dated: , 2025

DEFENDANT VISTA VERDE LABOR, INC.

By: Maria D. Maldonado

1 Joint Stipulation of Class Action Settlement Between Plaintiffs and Defendants as of the date(s)
2 set forth below:

3 **READ CAREFULLY BEFORE SIGNING.**

4
5 Dated: _____, 2025 PLAINTIFF SIMON EDEZA CAMPANA

6
7 _____
8 Simon Edeza Campana

9 Dated: _____, 2025 PLAINTIFF MAGDALENA ADAME
10 QUEZADA

11 _____
12 Magdalena Adame Quezada

13 Dated: _____, 2025 PLAINTIFF MARIA ISABEL PEREZ GOMEZ

14
15 _____
16 Maria Isabel Perez Gomez

17 Dated: _____, 2025 PLAINTIFF PABLO ORTIZ GARCIA

18
19 _____
20 Pablo Ortiz Garcia

21 Dated: _____, 2025 PLAINTIFF CARINA MERINO RAMIREZ

22
23 _____
24 Carina Merino Ramirez

25 Dated: 04/17, 2025 DEFENDANT MARIA D. MALDONADO

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27 _____
28 Maria D. Maldonado

By: Maria D. Maldonado

DEFENDANT VISTA VERDE LABOR, INC.

By: Maria D. Maldonado

APPROVED AS TO FORM

Dated: April 17, 2025

FITZPATRICK & SWANSTON

By: 
B. James Fitzpatrick
Attorney for Plaintiff,
SIMON EDEZA CAMPANA

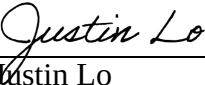
Dated: April 17, 2025

DIVERSITY LAW GROUP, P.C.

By: 
Larry W. Lee
Attorneys for Plaintiff,
SIMON EDEZA CAMPANA

Dated: April 17, 2025

WORK LAWYERS, PC

By: 
Justin Lo
Attorneys for Plaintiff,
PABLO ORTIZ GARCIA

Dated: _____, 2025

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

By: _____
James D. Miller
Attorneys for Defendants,
VISTA VERDE LABOR, INC. & MARIA D.
MALDONADO

APPROVED AS TO FORM

Dated: _____, 2025

FITZPATRICK & SWANSTON

By: _____
B. James Fitzpatrick
Attorneys for Plaintiff,
SIMON EDEZA CAMPANA

Dated: _____, 2025

DIVERSITY LAW GROUP, P.C.

By: _____
Larry W. Lee
Attorneys for Plaintiff,
SIMON EDEZA CAMPANA

Dated: _____, 2025

WORK LAWYERS, PC

By: _____
Justin Lo
Attorneys for Plaintiff,
PABLO ORTIZ GARCIA

Dated: ___April 17_____, 2025

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

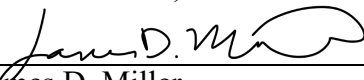
By:  _____
James D. Miller
Attorneys for Defendants,
VISTA VERDE LABOR, INC. & MARIA D.
MALDONADO

EXHIBIT A

IMPORTANT LEGAL NOTICE
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

Campana v. Vista Verde Labor, Inc., Case No. 23CV000638
Pablo Ortiz Garcia, et al. V. Vista Verde Labor Inc., et al., Case No. 23CV000632

<<FIRST AND LAST NAME>>
<<ADDRESS>>
<<CITY AND ZIP CODE>>

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>> THROUGH THIS SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT. TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Defendants separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
REQUEST EXCLUSION FROM THE SETTLEMENT (Deadline: << Response Deadline >>)	If you ask to be excluded from the settlement, you will get no payment from the settlement, but you will keep any rights to sue Defendants separately for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> still get a settlement payment.
OBJECT TO THE SETTLEMENT (Deadline: << Response Deadline >>)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the “Settlement”) has been reached in the class action lawsuits entitled *Campana v. Vista Verde Labor, Inc.*, Monterey County Superior Court, Case No. 23CV000638 and *Pablo Ortiz Garcia, et al. v. Vista Verde Labor, Inc., et al.*, Monterey County Superior Court, Case No. 23CV000632 (hereinafter collectively referred to as the “Action”). Defendants have agreed to pay a total of \$2,200,000.00 (the “Gross Settlement Amount”) to settle all class claims arising out of the Action. There was a hearing on <<Insert Preliminary Approval Date>> in the Superior Court of the State of California for the County of Monterey, at which time Judge Carrie M. Panetta preliminarily approved the Settlement as being fair and reasonable to the members of the Class.

2. WHAT IS THE ACTION ABOUT?

This Action was originally filed in Monterey County Superior Court on March 2, 2023. The operative Complaint alleges claims on behalf of Plaintiffs Simon Edeza Campana, Magdalena Adame Quezada, Maria Isabel Perez Gomez, Pablo Ortiz Garcia and Carina Merino Ramirez (collectively “Plaintiffs”) and other similarly situated employees against Defendants Vista Verde Labor, Inc. and Maria D. Maldonado (collectively “Defendants”) for: 1) failure to provide meal periods or compensation in lieu thereof; 2) failure to provide rest periods or compensation in lieu thereof; 3) failure to pay hourly and overtime wages; 4) failure to comply with itemized employee wage statement requirements; 5) failure to pay all wages upon termination; 6) failure to reimburse business expenses; 7) California Labor Code Private Attorneys General Act of 2004; and 8) Unfair Business Practices.

Defendants deny all allegations of wrongdoing and maintain that they complied with all applicable laws, rules, and regulations at issue in this litigation. The Court has not ruled on the merits of the lawsuit.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. In the Action, Plaintiffs are the persons who are bringing this Action on your behalf and on behalf of other similarly situated employees. Plaintiffs seek to represent you on a class basis. A class action allows the Court to resolve the claims of all the members of the Class at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the members of the Class who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT?

All current and former non-exempt employees of Vista Verde who worked in California at any time from March 2, 2019, through November 4, 2024 (“Class Members”). You are receiving this Notice because Defendants’ records show that you are a member of the Class.

In addition, you may also be eligible to receive a payment under the PAGA, California Labor Code § 2698 *et seq.*, if you worked for Defendants at any time from October 19, 2021, through November 4, 2024 (the “PAGA Period”). If you are a current or former non-exempt employee of Defendant who was employed in the State of California at any time during the PAGA Period, you are also considered a “PAGA Group Member.”

5. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs think they could have won at trial. Defendants think they could have won at trial. But there was no trial. Instead, the parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. Plaintiffs and Plaintiffs’ counsel (“Class Counsel”) believe the Settlement is a fair and reasonable compromise that is in the best interests of the Class.

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendant has agreed to pay a total of \$2,200,000.00 to settle all claims arising out of the lawsuit. Subject to the Court’s approval, the Gross Settlement Amount will be used as follows: (1) attorneys’

fees for Class Counsel not to exceed one-third of the Gross Settlement (currently estimated at \$733,333.33); (2) attorneys' costs/expenses not to exceed \$15,000.00; (3) a "Service Award" to each Plaintiff not to exceed \$5,000.00 (collectively, \$25,000.00); (4) settlement administration costs not to exceed \$55,000.00; and (5) PAGA penalties to be paid to the California Labor & Workforce Development Agency ("LWDA") and PAGA Group Members, not to exceed \$200,000.00. The amount of money remaining after all of these payments (the "Net Settlement Amount") will be distributed to Class Members who do not opt out of the Settlement (the "Participating Class Members").

Participating Class Members who do not opt out will each receive a payment ("Individual Settlement Payment") representing their pro-rata share of the Net Settlement Amount, based upon the number of workweeks worked during the Class Period.

In addition, you may also be eligible to receive a payment under the PAGA, California Labor Code § 2699 *et seq.*, if you are also a "PAGA Group Member," as defined above.

7. WHAT IS MY PORTION OF THE SETTLEMENT?

During the Class Period, Defendants' records indicate that you worked [REDACTED] workweeks and your estimated Individual Settlement Payment is \$<< Individual Settlement Payment >>. Twenty percent (20%) will be considered wages and the remaining eighty percent (80%) will be considered penalties and interest. The amounts classified as wages will be reported on an IRS Form W-2, and the amounts classified as interest and penalties will be reported on an IRS Form 1099 misc., if applicable.

During the PAGA Period, Defendant's records indicate that you worked [REDACTED] pay periods and your estimated Individual PAGA Payment is \$<< Individual PAGA Payment >>. One hundred percent (100%) of the Individual PAGA Payment will be considered penalties.

8. WHAT SHOULD I DO IF I HAVE QUESTIONS ABOUT THE NUMBER OF WORKWEEKS OR PAY PERIODS?

If you believe the number of workweeks or pay periods is incorrect, you can dispute it by providing evidence, such as pay stubs or other relevant documents that support your claim. Please submit this evidence to the Administrator by << Response Deadline >>. If you fail to provide evidence, the Defendant's records will be deemed correct.

9. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the Settlement. Class Counsel has been appointed and approved by the Court, and Class Counsel will represent you unless you choose not to participate in the settlement.

Upon receipt of your settlement check, it will be your responsibility to cash the check within 180 days from issuance. You will not be retaliated against for cashing the settlement check. Checks that are not cashed or negotiated within 180 days from the date of issuance of the check will become void and be transmitted to the following non-profit chosen by the Parties: Watsonville Law Center.

10. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

After the Court has approved the Settlement and the Gross Settlement Amount has been funded, each Participating Class Member, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, will release the Released Parties from any and all Released Class Claims arising during the Class Period.

The Released Parties consist of: Vista Verde Labor, Inc., Maria D. Maldonado, and the Grower Defendants (Scheid Vineyards, Tanimura & Antle, and Sebastian Harvesting).

The Released Class Claims are as follows:

All claims that were, or that could have been, pled in the Operative Complaint, based on the facts and theories alleged in the Action, for violation of Labor Code sections 201, 202, 203, 204, 216, 218, 221, 226(a), 226.7, 246 *et. seq.*, 510, 512, 558, 1194, 1198, and 2802, and that accrued during the Class Period.

With respect to the Grower Defendants, the release shall be limited to the specific workweeks in which Vista Verde assigned the Participating Class Member to work one or more shift at the Grower Defendant.

If you are a member of the Class and you do not opt out of the Settlement, you will be deemed to have entered into this release and to have released the above-described Released Class Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

In addition, PAGA Group Members will release the Released Parties from any and all Released PAGA Claims arising during the PAGA Period.

The Released PAGA Claims are as follows:

All claims for civil penalties or other remedies recoverable under Labor Code section 2698, *et seq.*, which were, or that could have been, pled in the Operative Complaint, the *Campana* PAGA Notice or *Garcia* PAGA Notice, based on the facts and theories alleged in the Action, for violation of Labor Code sections 201, 202, 203, 204, 216, 218, 221, 226(a), 226.7, 246 *et. seq.*, 510, 512, 558, 1194, 1198, and 2802, and that accrued during the PAGA Period. The release includes a release of civil penalties, attorneys' fees, and costs.

With respect to the Grower Defendants, the release shall be limited to the specific pay periods in which Vista Verde assigned the PAGA Group Member to work one or more shift at the Grower Defendant

11. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

If you are a Class Member and wish to exclude yourself from the settlement, you must submit a Request for Exclusion (also referred to as "opt out"). If you submit a valid and timely Request for Exclusion, you will no longer be a member of the Class, will not be eligible to receive an Individual Settlement Payment, cannot object to the terms of the Settlement, will not be bound by the release of the Released Class Claims described above, and may pursue any claims you have, at your own expense, against the Defendants. Any person who opts out will not be affected by the terms of the Settlement, except as it pertains to the PAGA claims.

The Request for Exclusion must be in writing and include (1) your full name and current address; (2) the last four digits of your Social Security number, (3) a statement that says, "I request exclusion from the Campana Settlement and do not wish to participate in the Campana Settlement"; and (4) your signature. The Request for Exclusion must be postmarked by << Response Deadline >>, and sent to the Settlement Administrator at *Campana v. Vista Verde Labor, Inc.*, c/o Phoenix Settlement Administrators, <<Insert Address>>.

If you are (also) a PAGA Group Member, you may not exclude yourself from the Released PAGA Claims regardless of whether you submit a valid "opt-out" request. As such, you will still receive an Individual PAGA Payment and be bound by the Released PAGA Claims if you are a PAGA Group Member.

12. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you do not opt-out of the Settlement by submitting a valid and timely request for exclusion as outlined above, you may object to any of the terms of the Settlement before the Final Approval Hearing. Failure

to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement and you will also receive an Individual Settlement Payment.

Your written objections must state (1) your full name and current address; (2) the specific reason(s) for the objections; (3) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court; and (4) a statement as to whether you wish to appear at the Final Approval Hearing and be heard in support of, or in opposition to the Settlement. The objection must be postmarked by <<45 days from mailing date>>, and sent to the Settlement Administrator at *Campana v. Vista Verde Labor, Inc.* Class Action Lawsuit, c/o Phoenix Settlement Administrators, <<Insert Address>>.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION OR APPEAR AT THE FINAL APPROVAL HEARING, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

13. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiffs will request a service award of \$5,000.00 each (collectively, \$25,000.00) for their services as the Class Representatives and for their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to Plaintiffs.

14. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court decided that the law firm of Fitzpatrick & Swanston, Diversity Law Group, P.C. and Work Lawyers, PC (collectively "Class Counsel"), representing the Plaintiffs, are also qualified to represent the Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you have questions about the case or the Settlement, you should contact Class Counsel. The contact information is as follows:

B. James Fitzpatrick
bjfitzpatrick@fandslegal.com
Alison L. Baker
abaker@fandslegal.com
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

Larry W. Lee
lwlee@diversitylaw.com
Kristen Agnew
kagnew@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

Justin Lo
justin@caworklawyer.com
WORK LA WYERS PC
22939 Hawthorne Blvd., Suite 202
Torrance, CA 90505
Telephone: (424) 355-8535

15. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court attorneys' fees not to exceed one-third of the Gross Settlement (currently estimated at \$733,333.33) and reimbursement of litigation costs not to exceed \$15,000.00. These fees will serve to compensate Class Counsel for their efforts in achieving the settlement for the benefit of the Class and for their risk in undertaking this representation on a contingency basis. Class Counsel has already spent many hours investigating this case, reviewing payroll and time records information provided by Defendant, researching the Class's claims, and negotiating this settlement for the Class. They will incur additional hours overseeing the final approval and implementing the plan of distribution.

16. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Named Plaintiff.

17. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on <<Insert Date>> at <<Insert Time>> a.m., in Department 14 of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940 ("Final Approval Hearing").

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you would like to. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

18. HOW DO I GET MORE INFORMATION?

To see a copy of the Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the Complaints and other filed documents related to Plaintiff's lawsuit and this Settlement, you may view all such files at the Clerk's office at the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel or the Settlement Administrator at <<Insert Address>> Or <<Insert Toll-Free Number>>.

19. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to keep a current address and telephone number on file with the Settlement Administrator, to ensure receipt of your Individual Settlement Payment and/or Individual PAGA Payment and applicable tax forms if the settlement is given final approval by the Court. If you change your mailing address, you should promptly contact the Settlement Administrator and provide the Settlement Administrator with your new address and contact information.

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