THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

GUZMÁN & TOKAR LLP
Marcia Guzmán, Esq. (SBN 298859)
Victoria Tokar, Esq. (SBN 304308)
440 North Barranca Avenue, Suite 1354
Covina, California 91723
Direct: (213) 347-4529
Facsimile: (213) 342-6329
Email: *service@guzmanandtokar.com*

Attorneys for Plaintiffs and the Putative Class

[Additional Attorneys Listed on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

DOMINGO URIBE GONZALEZ, CRUZ URIBE GONZALEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

COLINAS FARMING COMPANY, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 25CV001716

[Assigned for all purposes to the Hon. Cynthia P. Smith – Dept. A]

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

Action Filed: August 18, 2025
Trial Date: None Set

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP
Diana M. Estrada, Esq. (SBN 212702)
555 S. Flower Street, Suite 2900
Los Angeles, California 90071-2407
Phone: 213.443.5100
Facsimile: 213.443.5101
Email: Diana.estrada@wilsonelser.com

Attorneys for Defendant, Colinas Farming Company

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

This Class Action and PAGA Settlement and Release ("Settlement Agreement") is entered into by and between Plaintiffs, Domingo Uribe Gonzalez and Cruz Uribe Gonzalez ("Plaintiffs"), on behalf of themselves and the Class, on the one hand, and Defendant, Colinas Farming Company ("Defendant"), on the other hand. Plaintiffs and Defendant are collectively referred to herein as "Parties" and individually referred to herein as "Party."

In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the Court, this Action and the Released Claims shall be settled and compromised as between Plaintiffs and the Class on the one hand and Defendant on the other hand.

DEFINITIONS

1. "Action" means *Domingo Gonzalez Uribe and Cruz Uribe Gonzalez, v. Colinas Farming Company, et al.* Superior Court of the State of California for the County of Napa, Case Number: 25CV001716.

2. "Class" means: all hourly, non-exempt employees employed by Defendant, in the State of California, at any time from August 18, 2021, through April 10, 2026.

3. "Class Counsel" means The Wheeler Law Firm, APC and Guzmán & Tokar LLP.

4. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of this Action and Class Counsel's expenses and costs incurred in connection with this Action.

5. "Class Information" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each Class Member's full name; social security number; last known address; last known telephone number; and number of Compensable Workweeks and Compensable PAGA Pay Periods.

6. "Class Member" means each person who is a member of the Class defined above and who is eligible to participate in this Settlement.

7. "Class Period" means the time period from August 18, 2021, through April 10, 2026.

8. "Class Representative Service Awards" means the amount that the Court authorizes to

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

be paid to Plaintiffs in recognition of, *inter alia*, Plaintiffs' efforts and risks in assisting with the prosecution of the Action and in return for executing a general release with Defendant.

9. "Compensable Workweek" or "Compensable Workweeks" means a reasonable estimate of weeks worked by each Class Member as a non-exempt employee in California for Defendant individually and collectively by all Class Members during the Class Period based on Defendant's records and used as a value to calculate Individual Settlement Payments. The number of Compensable Workweeks for each Class Member will be determined by adding all the calendar days within the inclusive dates of employment for the employee and dividing that number by seven. Any partial workweek will be expressed as a percentage of a full workweek. If it can be readily determined, workweeks where someone was employed but did not record any hours can be excluded from this calculation.

10. "Compensable PAGA Pay Periods" or "Compensable PAGA Pay Periods" means a reasonable estimate of pay periods worked by each PAGA Member, as a nonexempt employee in California for Defendant, individually and collectively by all PAGA Members, during the period from of June 14, 2024, through April 10, 2026, based on Defendant's records and used as a value to calculate PAGA Payments. The number of Compensable PAGA Pay Periods for each PAGA Member, will be determined by adding all the calendar days within the inclusive dates of employment for the employee and dividing that number by seven. Any partial workweek will be expressed as a percentage of a full workweek. If it can be readily determined, workweeks where someone was employed but did not record any hours can be excluded from this calculation.

11. "Court" means the Superior Court for the County of Napa, State of California.

12. "Defendant" means Colinas Farming Company.

13. "Effective Date" means the date on which the Superior Court's Final Approval Order and Judgment is final. The Superior Court's Final Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

14. "Final Approval Order and Judgment" means an order and judgment that the Court will file which finally approves this Settlement and enters a judgment in favor of Plaintiffs.

15. "Gross Settlement Amount" means the maximum amount which Defendant is obligated to pay under this Settlement Agreement, which is Three Hundred Fifty Thousand Dollars ($350,000.00), subject to increase under the circumstances as set forth in paragraph 58. This is an "all in" non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant under any circumstances. Payments of any appropriate and lawfully-required employer's share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the Gross Settlement Amount by Defendant at the time the Gross Settlement Amount is funded.

16. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Settlement Class Member.

17. "LWDA" means the California Labor and Workforce Development Agency.

18. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA penalties, and Settlement Administration Costs.

19. "Notice of Class and PAGA Settlement" means the notice, substantially in the form attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement process, and each Class Member's estimated Individual Settlement Payment. Notice of Class Settlement will be provided to the Class in English and Spanish.

20. "Operative Complaint" means the First Amended Class and PAGA Representative

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

Action Complaint on file in this action.

21. "Objection" means a letter or other written communication submitted by a Class Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is objecting to any of the terms of the Settlement.

22. "PAGA Member" or "PAGA Members" means all hourly, non-exempt employees who worked for Defendant, in the State of California, at any time during the period from June 14, 2024, through April 10, 2026.

23. "Parties" means Plaintiffs and Defendant, collectively, and "Party" means either Plaintiffs or Defendant, individually.

24. "Payment Ratio" means the respective Compensable Workweeks for each Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class Members.

25. "PAGA Payment Ratio" means the respective Compensable Pay Periods worked during the PAGA Period for each PAGA Member divided by the total Compensable PAGA Pay Periods for all PAGA Members.

26. "PAGA Period" means the time period from June 14, 2024, through April 10, 2026.

27. "Plaintiffs" refer to Domingo Gonzalez Uribe and Cruz Uribe Gonzalez.

28. "Preliminary Approval Date" means the date upon which the Court files an order substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the Settlement.

29. "Request for Exclusion" means a letter or other written communication submitted by a Class Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is electing to be excluded from the Settlement.

30. "Released Claims by Plaintiffs" is set forth in paragraph 47 below. Plaintiffs release the "Released Claims by Plaintiffs" as of the Effective Date.

31. "Released Claims by Settlement Class Members" means: As of the Effective Date, Settlement Class Members shall fully and finally release and discharge Released Parties, from August 18, 2021, through April 10, 2026, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for,

that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Operative Complaint, including any claims for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 512 and the applicable IWC Wage Order; (b) failure to provide required rest periods, California Labor Code §§ 226.7, 512 and the applicable IWC Wage Order; (c) failure to provide recovery periods, California Labor Code §§ 226.7 and California Code of Regulations, Title 8, Section 3395, (d) Failure to pay overtime wages, California Labor Code §§ 510, 860, 1194, 1198 and the applicable IWC Wage Order; (e) failure to pay minimum wages, California Labor Code §§ 1194 and 1197 and the applicable IWC Wage Order; (f) failure to timely pay wages §§ 204 and 210; (g) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201, 202, and 203; (h) failure to provide accurate, itemized wage statements, California Labor Code §226 and the applicable IWC Wage Order; (i) failure to maintain required records, California Labor Code §§ 226, 1174 and the applicable IWC Wage Order; (j) failure to reimburse necessary business expenses, California Labor Code §2802; and (k) unlawful business practices under California, Business and Professions Code §17200, et seq.; predicated on any of the violations of the California Labor Code and the applicable IWC Wage Order as alleged in the Operative Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint. This release shall apply to any and all claims arising at any point during the Class Period. Upon entry of the Final Approval Order and funding of the total Gross Settlement Amount, all Participating Class Members will forever completely release and discharge the Released Parties from the Released Claims for the Release Period. Plaintiffs and Defendant intend that the Settlement described in this Settlement Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery to any and all of the Released Claims. This release excludes the release of claims not otherwise permitted by law, i.e. Worker's Compensation and unemployment insurance benefits.

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

32. "Released Parties" collectively mean: (i) Defendant; (ii) Defendant's respective past, present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future shareholders, joint venturers, managers, officers, partners, members, agents, employees, attorneys, insurers, reinsurers, predecessors, successors and assigns of any of the foregoing.

33. "Response Deadline" means forty-five (45) calendar days after the postmark date of the Notice of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c) submit a Workweek dispute.

34. "Settled PAGA Claims" which means penalties only under the Private Attorneys General Act ("PAGA") based upon the Released Claims by PAGA Members that serves the basis for penalties only pursuant to California Labor Code § 2699 *et seq.*, for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 512, 558, and IWC Wage Order 14-2001; (b) failure to provide required rest periods, California Labor Code § 226.7 and IWC Wage Order 14-2001; (c) failure to provide recovery periods, California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395, (d) failure to pay overtime wages, California Labor Code §§ 510, 1194, 1198 and IWC Wage Order 14-2001, (e) failure to pay all wages, California Labor Code §1174, and IWC Wage Order 14-2001; (f) failure to reimburse for reasonable business expenses, California Labor Code §2802; (g) failure to maintain adequate records and failure to furnish accurate, itemized wage statements, California Labor Code §§ 226, 226.3, 1174, 1198, and IWC Wage Order 14-2001; (h) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201, 202, and 203; (i) failure to prohibit retaliation in violation of California Labor Code § 1102.5; and (j) failure to timely pay wages §§ 204 and 210, as alleged in Plaintiffs' Operative Complaint and in Plaintiffs' PAGA Notice dated January 10. 2025.

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

36. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

37. "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix"),

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

the Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish translations of the Notice of Class Settlement; printing and mailing the Notice of Class Settlement to the Class in English and Spanish; (b) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members; (c) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (d) processing and mailing payments to Plaintiffs, Class Counsel, the LWDA, and Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties agree that they have no financial interest or other relationship with Phoenix that could create a conflict of interest. Should a conflict of interest or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

38. "Settlement Class" or "Settlement Class Members" means all Class Members who have not opted out of the Class by submitting a valid and timely Request for Exclusion.

RECITALS

39. Procedural History. On August 18, 2025, this Class and PAGA representative action was initiated.

40. Investigation and Discovery. The Parties have conducted significant investigation of the facts and law during the prosecution of this Action and before this Settlement was reached. Such discovery and investigation included, *inter alia*, the exchange of information and extensive documents pertaining to Plaintiffs and the Class, and numerous meetings and informal conferences wherein the Parties exchanged information, class data, and theories of the case. Plaintiffs have also investigated the law as applied to the facts of Plaintiffs' claims and Defendant's potential defenses thereto.

41. Mediation. The Parties participated in a private mediation session with the highly experienced mediator, Kevin Barnes, Esq. on April 10, 2026. After a full day of mediation, the Parties were able to resolve the matter and reached a proposed settlement regarding the material terms for a proposed class action and PAGA settlement that would fully resolve this matter subject to Court approval.

42. Benefits of Settlement to Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs' claims through trial and any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class. Plaintiffs and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that confers substantial relief upon the members of the Class. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the best interests of the Class.

43. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant continues to contend that it is not liable for any of the claims alleged by Plaintiffs in this Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the claims in this Action.

STIPULATION AND AGREEMENT

44. NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

45. It is agreed by and among Plaintiffs and Defendant that this Settlement shall bind the Plaintiffs, Settlement Class Members, and Defendant, subject to the terms and conditions hereof.

46. 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

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

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

47. Released Claims by Plaintiffs. As of the Effective Date, Plaintiffs agree to the Release of Claims by Settlement Class Members and the release of the Settled PAGA Claims as set forth in paragraphs 31 and 34 above. In addition to Release of Claims by Settlement Class Members and as a material inducement to Defendant to enter into this Settlement Agreement, Plaintiffs do hereby, for themselves and for their spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns, forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) related only to the claims of this Settlement Agreement (except as expressly excluded below), whether known or unknown, suspected or unsuspected, including but not limited to claims arising from the wage-and-hour and PAGA allegations asserted in the Operative Complaint in this Action.

.. This release does not include claims which cannot be released such as unemployment or Worker's Compensation benefits.

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

This release is limited solely to the Released Claims by Settlement Class Members and the Settled PAGA Claims arising from the Operative Complaint and Plaintiffs' PAGA Notice and does not include Plaintiffs' separately asserted Individual Claims or any non-wage-and-hour individual claims.

48. Class Certification. For settlement purposes only, Defendant will stipulate that the Settlement Class Members described herein who do not request exclusion from the Settlement Class may be conditionally certified as a settlement class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final Approval for any reason, the Parties' stipulation to class certification as part of the Settlement Agreement shall become null and void *ab initio* and shall have no bearing on but remains protected by California Evidence Code Section 1152 and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Plaintiffs expressly reserves their rights and declare that they will continue to pursue class certification and a trial should the Court fail to grant Final Approval.

49. Approval of Settlement. Plaintiffs will move the Court to grant preliminary and final approval of this class action Settlement. The Parties agree to work diligently and cooperatively to have this matter presented to the Court for preliminary and final approval.

50. Release of Claims by Settlement Class Members. Settlement Class Members release the "Released Claims by Settlement Class Members," as defined, as of the Effective Date.

51. Release of Settled PAGA Claims. PAGA Members and the LWDA fully release the "Settled PAGA Claims," as defined, as of the Effective Date. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an PAGA Member who are eligible to receive an individual PAGA payment shall be bound by the Release of Settled PAGA Claims, regardless of whether his or her check for the individual PAGA payment is cashed or not, and regardless of whether he or she is a non-participating class member.

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

52. Settlement Administration. Within fourteen (14) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

53. Notice to the Class. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within ten (10) calendar days after receiving the Class Information, the Settlement Administrator shall mail copies of the Notice of Class Settlement to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

a. Undeliverable Notices. Any Notice of Class Settlement returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto within ten (10) calendar days. For any undeliverable Notice of Class Settlement returned for which no forwarding address is affixed, the Settlement Administrator will conduct its investigation for an updated address of the Class Member and re-mail the Notice of Class Action Settlement. If an updated address is found, the Settlement Administrator shall have seven (7) calendar days to re-mail the Notice of Class Action Settlement from receipt of the undelivered envelope. The Settlement Administrator will provide a cover letter notifying the Class Member of the extended Response Deadline. Any Class Member who receives a re-mailed Notice of Class Settlement shall have forty-five (45) calendar days after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement.

(1) Verification of Class Member Employment Status. If Notice of Class Action Settlement sent to a Class Member is determined to be undeliverable, the Settlement Administrator shall verify the employment status of the Class Member with Defendant within five (5) calendar days of receipt of the undeliverable Notice of Class Action Settlement. If the Class Member is a current employee of

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

Defendant, Defendant shall take all reasonable efforts to obtain the current address from the Class Member and shall provide the same with seven (7) calendar days of notice from the Settlement Administrator.

b. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the dates of employment stated in the Notice of Class Settlement, to provide documentation and/or an explanation to show contrary information by the Response Deadline. The dispute form must: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number or full employee ID number; (b) contain the case name and case number; (c) a clear statement by the Class Member that he or she is disputing the number of Compensable Workweeks and the basis for the dispute; (d) any documentation demonstrating that the number of Compensable Workweeks listed in the Notice of Class Settlement is incorrect; (e) be signed by the Class Member; and (f) be postmarked by the Response Deadline. The date of the postmark on the return mailing envelope on the dispute form shall be the exclusive means used to determine whether it has been timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. In addition to U.S. Mail, a Class Member may also submit a dispute form by facsimile or email to the Settlement Administrator within the Response Deadline. The Settlement Administrator shall then determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records shall be given a rebuttable presumption of accuracy.

c. Request for Exclusion. Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number or full employee ID number; (b) contain the case name and case number; (c) a clear statement by the Class Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

Member; and (e) be postmarked by the Response Deadline if submitted by U.S. Mail. The date of the postmark on the return mailing envelope on the Request for Exclusion submitted by U.S. Mail shall be the exclusive means used to determine whether it has been timely submitted. In addition to U.S. Mail, a Class Member may also submit a Request for Exclusion by facsimile or email to the Settlement Administrator within the Response Deadline. A Request for Exclusion shall not be presumptively invalid if it does not contain the requirements of (a) through (d) if the Settlement Administrator can ascertain the identity of the Class Member who wants to exclude themselves from the Settlement. Any Class Member who requests to be excluded from the Settlement Class shall not be entitled to any recovery under the Settlement and shall not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon except as to any distribution based upon PAGA penalties. PAGA Members will receive their share of the PAGA Payment and the Settled PAGA Claims will be released even if the Class Member submits a timely Request for Exclusion. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Approval Order and Judgment entered in this Action.

d. Objections. Class Members who wish to object to the Settlement can either mail or send by facsimile or email to the Settlement Administrator a written Objection by the Response Deadline. The Objection should: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number; (b) contain the case name and case number; (c) the dates of employment of the Class Member; (d) be signed by the Class Member; (e) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (f) be postmarked by the Response Deadline. The date of the postmark on the return mailing envelope on the Objection shall be the exclusive means used to determine whether the Objection has been timely submitted. Class Members who submit a timely Objection will have a right to appear at the final approval hearing in order to have their Objection heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such Objections. The Settlement Administrator will provide the Parties with any Objection

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

within five (5) calendar days of receipt of the Objection. Plaintiffs will file any and all Objections with the Court in advance of the Final Approval Hearing. Oral or written Objections may also be made at the Final Approval hearing without a written objection being submitted, but only with the Court's express permission. If the Court rejects the objection, the individual will be bound by the terms of the Settlement.

e. If greater than twelve (12) percent of the Class Members opt out or object to this Settlement Agreement or a number of Class Members whose share of the Net Settlement Amount is 10% or more, Defendant will have the right to rescind and terminate the Settlement without prejudice to its pre-settlement positions and defenses in the litigation. In such a case, the Parties and any funds to be awarded shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement.

f. Except for those Settlement Class Members who exclude themselves in compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for all purposes under this Settlement Agreement; (ii) will be bound by the terms and conditions of this Settlement Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

54. Funding Gross Settlement Amount. After Final Approval by the Court, Defendant shall wire transfer the full Gross Settlement Amount along with Defendant's share of the payroll taxes to the Settlement Administrator within thirty (30) calendar days of the Effective Date.

55. Allocation of Settlement. Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address.

a. The Settlement Administrator shall calculate the total Compensable Workweeks for all Settlement Class Members and Compensable PAGA Pay Periods for all PAGA Members based on the Class Information provided by Defendant. The respective Compensable

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation will apply to determining the PAGA Payment Ratio for Compensable Pay Periods worked during the PAGA period. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. The Settlement Administrator will calculate each individual PAGA payment by (a) dividing the amount of the PAGA Member's 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

b. Individual Settlement Payments due to each Settlement Class Member shall be designated as follows:

1. Twenty percent (20%) of the Individual Settlement Payment shall represent payment for alleged unpaid wages. This payment shall be subject to the withholding of all applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be deducted from the amount paid to Settlement Class Members. The Settlement Administrator will issue a W-2 Form to each Settlement Class Member in relation to this payment.

2. Seventy percent (70%) of the Individual Settlement Payment shall represent payment of all penalties. These payments will not be subject to withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member in relation to these payments.

3. Ten percent (10%) of the Individual Settlement Payment shall represent payment of all interest. These payments will not be subject to withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member in relation to these payments.

(a). Class Members With Missing/Unverifiable Social Security Numbers or valid ITIN and Withholdings of Taxes and Applicable Penalties. In the event that an Individual Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

take all necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable IRS regulations on issuing 1099's without a social security number or tax identification number, and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross Settlement Amount, including, but not limited to limiting payments below the reportable threshold and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact Class Members who are entitled to payments that exceed the taxable income threshold twice, with at least 30 days between the two contacts.

c. Uncashed Settlement Checks (Class and PAGA). Individual Settlement Payment checks shall remain negotiable for one hundred and eighty (180) calendar days from the postmark date of issuance. If the Individual Settlement Payment check is not cashed, deposited, or otherwise negotiated by the Settlement Class Member within the 180-day deadline, the check will be voided, and the funds associated with any such voided checks shall be paid to the State of California Controller's Office – Unclaimed Property Division pursuant to California Code of Civil Procedure section 384. Neither Defendant, Defendant's counsel, Plaintiffs' counsel nor Plaintiffs will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of settlement checks or failure to timely cash a settlement check within the 180-day period. The Settlement Administrator shall send a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within sixty (60) days after the date of mailing.

d. Certification By Settlement Administrator. The Parties have the right to monitor and review administration of the Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for the Parties, and which shall be filed with the Court as necessary.

e. Settlement Awards Do Not Trigger Additional Benefits. All monies received by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

in the year in which such awards actually are received by the Settlement Class Members. It is expressly understood and agreed that the receipt of such Individual Settlement Payments will not entitle any Settlement Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement (except as carved out in paragraph 61), nor will it entitle any Settlement Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class Members in connection with this Settlement, and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

f. Class Representative Service Awards. Defendant agrees not to oppose or object to a Class Representative Service Award to Plaintiffs of up to a combined amount of Eighteen Thousand Dollars ($18,000.00), or Nine Thousand Dollars ($9,000) for each named Plaintiffs, subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiffs in connection with the Class Representative Service Award payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Service Awards and shall hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award payments. The Class Representative Service Awards shall be in addition to Plaintiffs' Individual Settlement Payment. This Settlement is not contingent upon the Court awarding Plaintiffs Class Representative Service Awards in any amount, and any amount requested by Plaintiffs for the Class Representative Service Awards that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

g. Class Counsel Award. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross Settlement Amount, or One Hundred and Sixteen Thousand and Five Hundred and Fifty Dollars

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

($116,550). Defendant further agrees not to oppose any application or motion by Class Counsel for the reimbursement of any costs or expenses associated with Class Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed Twenty Thousand Dollars ($20,000). Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award and costs that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

h. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of notice and administration for the disbursement of the Gross Settlement Amount shall not exceed Eight Thousand and Five Hundred Dollars ($8,500). Prior to the filing of a motion for final approval of this Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration. Any amount requested by the Settlement Administrator for administration costs that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class members as provided in this Amended Agreement. Defendant will pay any fees incurred by the Settlement Administrator if the settlement is not approved.

i. PAGA Payment. Fifty Thousand dollars ($50,000) from the Gross Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004. Sixty-five percent (65%) of that amount, or $32,500, will be paid to the LWDA and thirty-five (35%) of that amount, or $17,500, will be paid to the PAGA Members based upon Compensable PAGA Pay Periods as determined by the PAGA Payment Ratio as set forth in Paragraph 25. This PAGA Payment is made pursuant to California Labor Code § 2699(i).

56. Tax Liability: Class Counsel and Defendant make no representation as to the tax treatment or legal effect of payments called for hereunder, and Plaintiffs and the Settlement Class Members are not relying on any statement or representation by Class Counsel or Defendant in this

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

regard. Plaintiffs and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Settlement Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Settlement Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

57. Distribution of Settlement Payments. Individual Settlement Payments to Settlement Class Members, the Class Representative Service Awards, the Class Counsel Award, Settlement Administration Costs, Defendant's share of employer payroll taxes and PAGA Payment, shall all be distributed by the Settlement Administrator within ten (10) calendar days of receipt of the full Gross Settlement Amount from Defendant. Prior to distribution of Individual Settlement Payments to the Settlement Class Members and PAGA Members, the Settlement Administrator shall update the Class and PAGA Members addresses using the National Change of Address Database.

58. Workweek Differential. Defendant represents that there are no more than 8,523 workweeks worked during the Class Period. In the event the number of worked workweeks in the Class Period increases by more than 10%, or 9,376 (8,523 x 10%, which equals approximately 9,375.3, rounded to 9,376) workweeks worked, then the Gross Settlement Amount shall be increased proportionally by the workweek value in excess of 9,376, multiplied by the workweek value. The workweek value shall be calculated by dividing the Gross Settlement Amount of $350,000, which the Parties agree is $41.06. Thus, for example, should there be 10,000 workweeks worked in the Class Period, then the Gross Settlement Amount shall be increased by $25,621.44 (10,000 workweeks – 9,376 workweeks) x ($41.06/workweek.)

59. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b) the Class Counsel Award; (c) the Class Representative Service Awards; (d) PAGA Payment; and (e) the Settlement Administration Costs.

60. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the Order for preliminary approval of the Settlement; (b) the Court does not finally approve the Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein; (d) the Settlement does not become final for any other reason; or (e) the Court fails or refuses to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement Agreement, this entire Settlement Agreement shall be null and void and unenforceable as to all Parties herein at the option of any Party but remains protected by California Evidence Code Section 1152, and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such cases, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant. Further, if the Settlement Agreement is voided or fails for any reason, Plaintiffs and Defendant will have no further obligations under the Settlement Agreement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement Agreement except for the costs incurred by the Settlement Administrator. In the event an appeal is filed from the Court's Final Approval Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days of said notification.

61. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiffs or Settlement Class Members.

62. No Admission by Defendant. Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant. Nonetheless, Defendant desires to settle and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that it has asserted or could assert against Plaintiffs and/or any Settlement Class Member, has determined that it is desirable and beneficial that the claims of Plaintiffs and the Settlement Class be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

63. Exhibits and Headings. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

64. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, holding the Action in abeyance pending the final approval hearing to be conducted by the Court.

65. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance with this Agreement shall be resolved as follows:

a. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Settlement Class Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation.

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

b. Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party with the reasons why the Party disputes all or part of the allegation.

c. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their differences.

d. If Class Counsel and Defendant's Counsel are unable to resolve their differences after twenty (20) calendar days, either Party shall first contact the mediator (Kevin Barnes, Esq.) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion for enforcement with the Court. The briefing of such motion should be in letter brief form and shall not exceed five (5) single-spaced pages (excluding exhibits).

e. Reasonable attorneys' fees and costs for work done in resolving a dispute under this Section may be recovered by any Party that prevails under the standards set forth within the meaning of applicable law.

66. Notice. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after (i) emailing and (ii) mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class:

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

GUZMÁN & TOKAR LLP
Marcia Guzmán, Esq.
Victoria Tokar, Esq.
440 North Barranca Avenue, Suite 1354
Covina, California 91723

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

Direct: (213) 347-4529
Facsimile: (213) 342-6329
Email: service@guzmanandtokar.com
marcia@guzmanandtokar.com

To Defendant, Colinas Farming Company

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP
Diana M. Estrada
555 S. Flower Street, Suite 2900
Los Angeles, California 90071-2407
213.443.5100
213.443.5101
Diana.estrada@wilsonelser.com

67. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties and approved by the Court.

68. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits.

69. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represents and warrants that it is authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

a claim, covered by this Settlement to a third-party.

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

71. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

72. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 with the exception of the individual claims stated above, be inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only and if for any reason the Settlement is not approved, the stipulation will be of no force or effect.

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

74. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

75. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to approval by the Court.

76. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party based on the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiffs and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Settlement Agreement shall be in all cases construed as a whole, according to its fair meaning.

77. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

78. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

79. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release provided herein and such Release shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

80. Voluntary Agreement. The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

Parties hereto expressly waives any right they might ever have to claim that this Settlement Agreement was in any way induced by fraud.

81. Opportunity to Consult with Counsel. Prior to execution of this Settlement Agreement, each Party has read this entire Settlement Agreement and has been given the opportunity to consult with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Settlement Agreement and its legal effect.

82. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

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

Dated: 08 / 06 / 2026 By: Domingo Uribe
Domingo Gonzalez Uribe

Dated: _____ By: _____
Cruz Uribe Gonzalez

Colinas Farming Company

Dated: _____ By: _____

Title: _____

APPROVED AS TO FORM:

Dated: June ___, 2026 THE WHEELER LAW FIRM, APC

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

Parties hereto expressly waives any right they might ever have to claim that this Settlement Agreement was in any way induced by fraud.

81. Opportunity to Consult with Counsel. Prior to execution of this Settlement Agreement, each Party has read this entire Settlement Agreement and has been given the opportunity to consult with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Settlement Agreement and its legal effect.

82. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

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

Dated: _____

By: _____
Domingo Gonzalez Uribe

Dated: 08 / 06 / 2026

By: _____
Cruz Uribe Gonzalez

Colinas Farming Company

Dated: 8/12/26

By: _____

Title: President

APPROVED AS TO FORM:

Dated: ~~June~~ 11/9, 2026

THE WHEELER LAW FIRM, APC

Doc ID: 3b8dc756f66f357b19f26bb1e2791f9d60ffb179

By: _____
Scott Ernest Wheeler

Dated: August 6, 2026

GUZMÁN & TOKAR LLP

By: _____
Marcia Guzman

Attorneys for Plaintiffs and all others similarly situated

Dated: June ____, 2026

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP

By: _____
Diana M. Estrada

Attorneys for Defendant, Colinas Farming Company

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aba

By: _____
Scott Ernest Wheeler

Dated: August 6, 2026

GUZMÁN & TOKAR LLP

By: _____
Marcia Guzman

Attorneys for Plaintiffs and all others similarly situated

Dated: June ____, 2026

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP

By: _____
Diana M. Estrada

Attorneys for Defendant, Colinas Farming Company

Doc ID: a242d391c59723f7261de30089d2ffc238dd2aaa

EXHIBIT 1

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Domingo Gonzalez Uribe and Cruz Uribe Gonzalez, et al. v. Colinas Farming Company, *et al.* Superior Court of the State of California for the County of Napa, Case Number: 25CV001716

PLEASE READ THIS NOTICE

A class and representative action under the Private Attorneys General Act, California Labor Code sections 2699-2699.5. ("PAGA") against Defendant, Colinas Farming Company (referred to jointly as "Defendant") has been preliminarily approved for settlement. In the lawsuit, Plaintiffs, Domingo Gonzalez Uribe and Cruz Uribe Gonzalez ("Plaintiffs") alleged that Defendant failed to properly compensate Class Members for all hours worked, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to pay overtime wages, failed to pay minimum wages, failed to timely pay all wages, failed to pay all wages due to quitting and discharged employees at the time of separation, failed to maintain accurate payroll records, failed to provide accurate wage statements, failure to maintain records, failed to reimburse for reasonable and necessary business expenses and penalties predicated on the Labor Code violations pursuant to Labor Code sections 2699-2699.5 ("PAGA"). Defendant denies Plaintiffs' allegations and contends that it complied with applicable law.

Class Member(s) are defined as: all hourly, non-exempt employees employed by Defendant, in the State of California, at any time from August 18, 2021, through April 10, 2026 ("Class Period" and collectively, the Class Members are referred to as the "Class").

"Class Period" means the time period from August 18, 2021, through April 10, 2026.

"PAGA Member(s) are defined as: all hourly, non-exempt employees who worked for Defendant, in the State of California, at any time during the June 14, 2024, through April 10, 2026 (the "PAGA Period").

The PAGA period is time period from June 14, 2024, through April 10, 2026.

You have been identified by Defendant's records as a Class Member in the above-entitled action, and as such, you are subject to the terms of the Class Action and PAGA Settlement Agreement And Release ("Settlement"), preliminarily approved by the Court. Please read this notice carefully. It may affect your legal rights. Defendant will not retaliate against you for any actions you take with respect to the settlement.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to remain in the Class, be bound by the Settlement and **receive your Individual Settlement Payment, and if eligible, PAGA Payment**, then you need not do anything.
Exclude Yourself From the Settlement	If you do not want to be bound by the Settlement, you must follow the instructions in Section 6 to exclude yourself. If you exclude yourself, **you will not receive your Individual Settlement Payment, and you will not release the Settled Claims against Released Parties defined in Section 4 below.** If this Settlement is approved by the Court, and you are a PAGA Member, you will receive your PAGA payment and the Settled PAGA Claims will be released even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the Settlement, you must follow the instructions in Section 7. If you object, you will still be bound by the terms of the Settlement, if approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member as defined above. This Notice provides you with information about (1) the terms of the Settlement, including the claims that are being released, (2) the total monetary amount of the Settlement, (3) your estimated Individual Settlement Payment provided you remain a Settlement Class Member, and (4) where to find additional information regarding the case and the Settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you do nothing, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

2. WHAT IS THIS CASE ABOUT?

The Class Action and PAGA Representative Complaint was filed on August 18, 2025, in the Superior Court of California, County of Napa, commencing the lawsuit entitled *Domingo Gonzalez Uribe v. Colinas Farming Company*, *et al.* Superior Court of the State of California for the County of Napa, Case Number: 25CV00171. Plaintiff Domingo Gonzalez Uribe filed a First Amended Class and PAGA Representative Action complaint on _____, 2026, adding Cruz Uribe Gonzalez as an additional named Plaintiff, alleging on behalf of themselves and the Class the following claims against Defendant for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 512 and the applicable IWC Wage Order; (b) failure to provide required rest periods, California Labor Code §§ 226.7, 512 and the applicable IWC Wage Order; (c) failure to provide required recovery periods, California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395, (d) failure to pay overtime wages, California Labor Code §§ 510, 860, 1194, 1198 and the applicable IWC Wage Order; (e) failure to pay minimum wages, California Labor Code §§ 1194, 1197 and the applicable IWC Wage Order; (f) failure to timely pay wages §§ 204 and 210; (g) failure to pay all wages at separation, in violation of California Labor Code §203,(h) failure to maintain records, California Labor Code §§ 226, 1174, and the applicable IWC Wage Order; (i) failure to furnish accurate, itemized wage statements, California Labor Code §226 and the applicable IWC Wage Order; (j) failure to reimburse necessary business expenses, California Labor California Labor Code §2802; and (k) unlawful business practices under California, Business and Professions Code §17200, et seq.; and (l) and violation of PAGA, predicated on the violations of the California Labor Code and applicable IWC Wage Orders as alleged in the Operative Complaint.

The resolution of the PAGA claim ("PAGA Settlement") includes all hourly, non-exempt employees who worked for Defendant, in the State of California, at any time during the June 14, 2024, through April 10, 2026 ("PAGA Members").

The Court has not ruled on the merits of Plaintiffs' claims. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine on a preliminary basis that the proposed Settlement is fair, adequate, and reasonable and any final determination of those issues will be made at the final approval hearing.

3. THE SETTLEMENT TERMS AND CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENTS AND PAGA PAYMENTS.

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of Three Hundred and Fifty Thousand Dollars ($350,000.00) to settle the Action if approved by the Court.

The following amounts will be paid from the Gross Settlement Amount:

- Service Award payments to Plaintiffs for their services as Class Representatives in the combined amount of Eighteen Thousand Dollars ($18,000.00), or Nine Thousand Dollars ($9,000) for each named Plaintiff;
- Attorneys' Fees not to exceed One Hundred and Sixteen Thousand and Five Hundred and Fifty Dollars ($116,550.00) (i.e., 1/3 of the Gross Settlement Amount) to Class Counsel and up to Twenty Thousand Dollars and Zero Cents ($20,000.00) for reimbursement of litigation costs and expenses ("Attorneys' Costs");
- The amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) allocated to the payment of civil penalties under PAGA (the "PAGA Allocation");
- The costs associated with administration of the Settlement, estimated to be Eight Thousand and Five Hundred Dollars and Zero Cents ($8,500.00) ("Settlement Administration Costs").

Individual Settlement Payment: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount". The Net Settlement Amount will be allocated to all Class Members who do not request to be excluded from the Settlement ("Settlement Class Members") on a *pro rata* basis, based on their number of Compensable Workweeks. Each payment is called an "Individual Settlement Payment" and will be calculated as follows:

1. The Settlement Administrator will determine the number of workweeks worked by Class Members in California as a non-exempt employee during the Class Period ("Compensable Workweeks");

2. The Settlement Administrator will determine the value of a single Compensable Workweek by dividing the Net Settlement Amount by the total number of Compensable Workweeks for each Settlement Class Member resulting in a payment ratio; and

3. Each Settlement Class Member shall receive a gross Individual Settlement Payment equal to his or her Compensable Workweek payment ratio multiplied by the Net Settlement Amount.

Based on your Compensable Workweeks, your individual settlement payment as a Settlement Class Member is estimated to be $_____.

PAGA Payment: A total of Fifty Thousand Dollars ($50,000) from the Gross Settlement Amount has been allocated to penalties under the Private Attorneys General Act of 2004. Sixty-five percent (65%) of that amount, or $32,500, will be paid to the LWDA and thirty-five (35%) of that amount, or $17,500 (the "Net PAGA Distribution Amount") will be paid on a *pro-rata* basis to PAGA Members.

1. The Settlement Administrator will determine the number of weeks worked by PAGA Members as non-exempt employees in California during the period from June 14, 2024, through April 10, 2026 ("Compensable PAGA Pay Periods");

2. The Settlement Administrator will determine the value of a single Compensable PAGA Pay Periods by dividing the Net PAGA Distribution Fund by the total number Compensable PAGA Pay Periods by all PAGA Members.

3. Each PAGA Member shall receive a PAGA Payment equal to his or her Compensable PAGA Pay Periods multiplied by the value of a single Compensable PAGA Pay Period.

Based on these PAGA Compensable Pay Periods, your PAGA Payment is estimated to be $_____.

If you dispute the above information, you may submit a written dispute to the number of Compensable Workweeks and/or Compensable PAGA Pay Periods allocated to you ("Dispute") to the Settlement Administrator. Your Dispute must: (1) contain your name, address, and telephone number and the case name and number of this action, *Domingo Gonzalez Uribe and Cruz Uribe Gonzalez, et al. v. Colinas Farming Company*, *et al.* Superior Court of the State of California for the County of Napa, Case Number: 25CV001716*;* (2) be signed by you; (3) be postmarked, emailed or fax stamped on or before (INSERT DATE) and returned to the Settlement Administrator at the address, email or fax number listed below; (4) clearly state the number of Compensable Workweeks and/or Compensable PAGA Pay Periods you believe are correct; and (5) attach any documentary evidence you have to prove the number of contented Compensable Workweeks and/or Compensable PAGA Pay Periods.

Phoenix Settlement Administrators
Re: *Domingo Gonzalez Uribe and Cruz Uribe Gonzalez, et al. v. Colinas Farming Company*, *et al.*
INSERT ADDRESS
Phone: (800)
Facsimile: (714)
Email: INSERT EMAIL ADDRESS

Twenty percent (20%) of each Individual Settlement Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; seventy percent (70%) of each Individual Settlement Payment will be considered penalties and any other non-wage related amount; and ten percent (10%) of each Individual Settlement Payment will be considered interest. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each PAGA Payment will be allocated as penalties and be reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages at the time the Gross Settlement Amount is funded.

Class Members are responsible for paying taxes on any amounts received. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid and negotiable for one-hundred and eighty (180) days; after that checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one-hundred and eighty (180) days of mailing, or are returned to the Settlement Administrator, will be cancelled and the Settlement Administrator shall send the funds associated with uncashed checks to the State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class Member. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

If you do nothing, you will receive your Individual Settlement Payment.

If and when the Court grants final approval of the Settlement, as of the Effective Date, Settlement Class Members shall fully and finally release and discharge Released Parties, from August 18, 2021, through April 10, 2026, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Operative Complaint, including any claims for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 512 and the applicable IWC Wage Order; (b) failure to provide required rest periods, California Labor Code §§ 226.7, 512 and the applicable IWC Wage Order; (c) failure to provide recovery periods, California Labor Code §§ 226.7 and California Code of Regulations, Title 8, Section 3395, (d) Failure to pay overtime wages, California Labor Code §§ 510, 860, 1194, 1198 and the applicable IWC Wage Order; (e) failure to pay minimum wages, California Labor Code §§ 1194 and 1197 and the applicable IWC Wage Order; (f) failure to timely pay wages §§ 204 and 210; (g) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201, 202, and 203; (h) failure to

provide accurate, itemized wage statements, California Labor Code §226 and the applicable IWC Wage Order; (i) failure to maintain required records, California Labor Code §§ 226, 1174 and the applicable IWC Wage Order; (j) failure to reimburse necessary business expenses, California Labor California Labor Code §2802; and (k) unlawful business practices under California, Business and Professions Code §17200, et seq.; predicated on any of the violations of the California Labor Code and the applicable IWC Wage Order as alleged in the Operative Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint. This release shall apply to any and all claims arising at any point during the Class Period. Upon entry of the Final Approval Order and funding of the total Gross Settlement Amount, all Participating Class Members will forever completely release and discharge the Released Parties from the Released Claims for the Release Period. Plaintiffs and Defendant intend that the Settlement described in this Settlement Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery to any and all of the Released Claims. This release excludes the release of claims not otherwise permitted by law, i.e. Worker's Compensation and unemployment insurance benefits.

"Released Parties" collectively means: (i) Defendant; (ii) Defendant's respective past, present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future shareholders, joint venturers, managers, officers, partners, members, agents, employees, attorneys, insurers, reinsurers, predecessors, successors and assigns of any of the foregoing.

5. WHAT AM I RELEASING AS A PAGA MEMBER UNDER THE SETTLEMENT?

As of the Effective Date, all PAGA Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims.

"Settled PAGA Claims" means penalties only under the Private Attorneys General Act ("PAGA") based upon the Released Claims by PAGA Members that serves the basis for penalties only pursuant to California Labor Code § 2699 *et seq.,* for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 512, 558, and IWC Wage Order 14-2001; (b) failure to provide required rest periods, California Labor Code § 226.7 and IWC Wage Order 14-2001; (c) failure to provide recovery periods, California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395, (d) failure to pay overtime wages, California Labor Code §§ 510, 1194, 1198 and IWC Wage Order 14-2001, (e) failure to pay all wages, California Labor Code §1174, and IWC Wage Order 14-2001; (f) failure to reimburse for reasonable business expenses, California Labor Code §2802; (g) failure to maintain adequate records and failure to furnish accurate, itemized wage statements, California Labor Code §§ 226, 226.3, 1174, 1198, and IWC Wage Order 14-2001; (h) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201, 202, and 203; (i) failure to prohibit retaliation in violation of California Labor Code § 1102.5; and (j) failure to timely pay wages §§ 204 and 210, as alleged in Plaintiffs' Operative Complaint and in Plaintiffs' PAGA Notice dated January 10. 2025.

Released Parties is defined in section 4 of this Notice above.

PAGA MEMBERS CANNOT OPT-OUT OR EXCLUDE THEMSELVES FROM THE PAGA SETTLEMENT OR RELEASE OF SETTLED PAGA CLAIMS AND WILL RECEIVE A PAGA PAYMENT EVEN IF THEY OPT-OUT OR EXCLUDE THEMSELVES FROM THE CLASS SETTLEMENT.

6. WHAT IF I DON'T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regards to the settlement of Settled Claims, but you are not able to exclude yourself as a PAGA Member. To exclude yourself as a Settlement Class Member, you must submit a written Request for Exclusion to the Settlement Administrator ("Opt-Out Request") at the address, email or fax number listed in section 3 of this Notice above.

A valid and complete Opt-Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the *Domingo Gonzalez Uribe and Cruz Uribe Gonzalez, et al. v. Colinas Farming Company*, *et al.*, Superior Court of the State of California for the County of Napa, Case Number: 25CV001716; (2) be signed by the Class Member; (3) be postmarked, emailed or fax stamped on or before [INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number listed in section 3 of this Notice above; and (4) contain a statement something substantially similar to:

> "I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN THE DOMINGO GONZALEZ URIBE AND CRUZ URIBE GONZALEZ, ET AL. V. COLINAS FARMING COMPANY, ET AL., LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT

RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT FROM THE SETTLEMENT OF THE LAWSUIT. I UNDERSTAND THAT THE PAGA CLAIM WILL STILL BE RELEASED AND SETTLED."

It is your responsibility to ensure that the Settlement Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Settlement Payment and will not release any of the Settled Claims. However, Class Members who are also PAGA Members will receive their PAGA Payment and release the Settled PAGA Claims regardless of whether they submit an Opt-Out Request.

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

Any Settlement Class Member may object to the Settlement or to any settlement term. If the Court denies approval, no payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

If you wish to object, you must submit the written objection to the Settlement Administrator ("Objection") to the following address or fax number listed in section 3 of this Notice above. A valid and timely Objection must: (1) contain the name, address, and telephone number of the Settlement Class Member objecting and the case name and number of the ("*Uribe*" Action) *Domingo Gonzalez Uribe and Cruz Uribe Gonzalez, et al. v. Colinas Farming Company*, *et al.*, Superior Court of the State of California for the County of Napa, Case Number: 25CV001716; (2) be signed by the Settlement Class Member; (3) give the legal and factual basis for their objection; and (4) be postmarked, emailed or fax stamped on or before [INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number in section 3 of the Notice above. Any written objection will not be presumptively invalidated if the objections do not comply with requirements (1), (2) and (3) as long as the written objection is timely received pursuant to requirement (4).

The submission of an objection will ***not*** exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an Individual Settlement Payment and will be barred from pursuing the Settled Claims. **Do not file both an Objection and Opt-Out Request**. If you file both an Objection and an Opt-Out Request, you will be excluded from the Settlement and the Objection will not be considered.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on [INSERT DATE AND TIME] in Department A of the Superior Court of the State of California, Napa County, located at 825 Brown Street, Napa, California 94559. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiffs and the Class are:

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622

Attorneys for Defendant:

WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP
Diana M. Estrada
555 S. Flower Street, Suite 2900
Los Angeles, California 90071-2407
Phone: 213.443.5100
Facsimile: 213.443.5101

The Court has decided that the Attorney for Plaintiffs and the Class are qualified to represent the Settlement Class Members. Other than the Attorneys' Fees and Attorneys' Costs approved by the Court, which will be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION.

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Superior Court of the State of California, County of Napa Superior Court – Civil Justice Center, located at located at 825 Brown Street, Napa, California 94559 or at the Court's website at: https://www.napa.courts.ca.gov. Documents and other information regarding this Settlement may also be found on the Internet at: https://www.napa.courts.ca.gov/online-services.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

EXHIBIT 2

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

GUZMÁN & TOKAR LLP
Marcia Guzmán, Esq. (SBN 298859)
Victoria Tokar, Esq. (SBN 304308)
440 North Barranca Avenue, Suite 1354
Covina, California 91723
Direct: (213) 347-4529
Facsimile: (213) 342-6329
Email: *service@guzmanandtokar.com*

Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

DOMINGO URIBE GONZALEZ, CRUZ URIBE GONZALEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

COLINAS FARMING COMPANY, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25CV001716

[*Assigned for all purposes to the Hon. Cynthia P. Smith – Dept. A*]

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

The Court now has before it, Plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). After reviewing the Motion, the Class Action and PAGA Settlement Agreement and Release ("Settlement Agreement") and exhibits attached thereto, and good cause appearing therefore, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the settlement memorialized in the Settlement Agreement appears to be fair and adequate, and falls within the range of reasonableness, and therefore meets the requirement for preliminary approval.

2. The Court conditionally certifies for settlement purposes the following class (the "Class" or "Settlement Class"):

> All hourly, non-exempt employees employed by Defendant, in the State of California, at any time from August 18, 2021, through April 10, 2026.

The Class Period is from August 18, 2021, through April 10, 2026.

3. The Court conditionally approves for settlement purposes the following PAGA Settlement Members ("PAGA Member" or "PAGA Members":

> All hourly, non-exempt employees who worked for Defendant, in the State of California, at any time during from June 14, 2024, through April 10, 2026.

The PAGA Period is June 14, 2024, through April 10, 2026.

4. The Court conditionally approves for settlement purposes the PAGA allocation of this settlement to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members.

5. The Court finds, for settlement purposes, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to the Class, which predominate over any individual issues; (3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. The Court appoints, for settlement purposes, Plaintiffs Domingo Uribe Gonzalez, Cruz Uribe Gonzalez as Representatives for the Class.

7. The Court appoints, for settlement purposes, The Wheeler Law Firm, APC and Guzmán & Tokar LLP as Counsel for the Class.

8. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

9. The Court appoints Phoenix Settlement Administrators ("Phoenix") as the Settlement Administrator and is ordered to carry out the administration of the settlement according to the terms of the Settlement Agreement.

10. The Court approves as to form and content of the Class Action and PAGA Settlement Notice. The Court finds that the dates selected for the mailing and distribution of the Notice Packet meet the requirements of due process, provide the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. If any Class Member objects to the Settlement Agreement, the objecting party is not required, either personally or through counsel: 1) to appear at the hearing on the motion for final approval for that party's objection to be considered; or 2) to file or serve, or to state in the objection, a notice of intention to appear at the hearing on the motion for Final Approval of the Class Settlement.

12. Phoenix, the Settlement Administrator, shall provide notice to any objecting party of any continuance of the hearing of Plaintiff's Motion for Final Approval.

13. The Parties are ordered to carry out the Settlement according to the following implementation schedule:

Event	**Date**
Last day for Defendant to provide the Settlement Administrator with the Class Information	Fourteen (14) calendar days after Preliminary Approval is granted.
Last day for Settlement Administrator, Phoenix to mail Class Notice	Ten (10) calendar days after receipt of the Class Information.
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, or written Objection	Forty-five (45) calendar days after the postmark of the Class Notice.

Last Day for Plaintiff to file Motion for Final Approval of the Class Settlement, Attorneys' Fees and Costs and Class Representative Service Award	Per Code.
Final Approval Hearing	

14. The Court finds that the method of giving notice to the Class constitutes the best means practicable of providing notice under the circumstances. The Court further finds that the Class and PAGA Notice and the method of giving notice to the Class meet the requirements of California Code of Civil Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the California and United States Constitutions, and other applicable law.

15. At the Final Approval Hearing, the Court will consider whether the Settlement should be finally approved as fair, reasonable and adequate, whether a final judgment should be entered, and whether the payments provided for under the Settlement, including attorneys' fees and costs and class representative service award, should be finally approved and granted.

16. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to implement the Settlement and this Order, are stayed.

IT IS SO ORDERED.

DATED: _____

_____
HONORABLE CYNTHIA P. SMITH
JUDGE OF THE SUPERIOR COURT