

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Ricardo Ruiz and Maria Orozco (“Plaintiffs”) and Defendants Eco Farms Avocados, Inc., Eco Farms Field Inc., Eco Farms Investment Holdings, LLC., Eco Farms Real Estate, LLC., Eco Farms Trading Operations, LLC., (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” collectively means: Plaintiff’s Class Action and PAGA lawsuit alleging wage and hour violations against Defendants captioned *Ricardo Ruiz et al. v. Eco Farms Avocados, Inc. et al. Riverside Superior Court* Case No. CVRI2304424.
- 1.2. “Administrator” means a mutually agreed upon, or court appointed, neutral entity approved to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Group Members” means all persons who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” or “Class Members” means all persons who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period. The “Participating Class Members,” defined below, shall not include any person who submits a timely and valid request for exclusion.
- 1.6. “Class Counsel” means Chandler Roth and Taleah Phillips of Gomez Trial Attorneys and Chad Edwards of Rosenberg, Shpall & Zeigen, APLC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks

and PAGA Pay Periods.

- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. ““Class Period” means the period of time from August 4, 2019 through the earlier of (i) the date of Preliminary Approval, or (ii) the date the Class collectively reached 13,232 Workweeks. The Parties understand and believe that the Class has already exceeded 13,232 Workweeks; however, the precise date on which this threshold was reached shall be confirmed by the Settlement Administrator based on Defendants’ payroll records.
- 1.12. “Class Representatives” means the named Plaintiffs Ricardo Ruiz and Maria Orozco seeking Court approval to serve as a Class Representatives.
- 1.13. “Class Representative Service Payment” means the service payment made to the named Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the named Plaintiffs.
- 1.14. “Court” means the Superior Court of California, County of Riverside.
- 1.15. “Defense Counsel” means Buchalter APC.
- 1.16. “Effective Date” means the date by when both of the following have occurred (a) the Court enters a Judgment on the Final Approval; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.17. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.18. “Final Approval Order” means the Court’s order granting final approval of the Settlement.

- 1.19. “Gross Settlement Amount” means Three Hundred Ninety-Nine Thousand Dollars (“\$399,000.00”) which is the total amount to be paid by Defendants as provided by this Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.
- 1.20. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.21. “Individual PAGA Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the “Distribution Formula” as stated in Paragraph 4.2; or as otherwise ordered by the Court.
- 1.22. “Judgment” means the judgment entered by the Court based upon the Final Approval Order.
- 1.23. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.24. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.25. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties (including LWDA PAGA Payment and Individual PAGA Payments), Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.26. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.27. “PAGA Pay Period” means any Pay Period during which an Aggrieved PAGA Member provided services for Defendants for at least one day during the PAGA Period.
- 1.28. “PAGA Period” means the period of time from June 11, 2022 through the date the Court grants preliminary approval of the settlement.
- 1.29. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.30. “PAGA Notice” means the Plaintiff’s June 5, 2023 letters to each Defendant and the

LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.31. “PAGA Penalties” means Seven Thousand Eight Hundred Dollars (\$7,800.00), which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Group Members (\$1,950) and 75% to LWDA (\$5,850) in settlement of PAGA claims.
- 1.32. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.33. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.34. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based facts stated in the operative First Amended Complaint (“FAC”), including all of the following claims for relief: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure to maintain adequate records; (f) failure to reimburse all reasonable and necessary business expenses; (g) failure to provide complete, accurate, and/or properly formatted wage statements; (h) unlawful deduction from wages; (i) waiting time penalties; (j) quantum meruit/unjust enrichment; and (k) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the FAC (collectively, the “Released Claims”), including, but not limited to, the allegation that Defendants misclassified Class Members as independent contractors in relation to or arising out of the released claims. The period of the Released Class Claims shall extend to the limits of the Class Period.
- 1.35. “Released PAGA Claims” means all claims for civil penalties under PAGA, as set forth in Plaintiffs’ PAGA Notices to the LWDA that could have been premised on the claims, causes of action, or legal theories described above or any of the claims, causes of action, or legal theories of relief pleaded in the FAC, including, but not limited to, the allegation that Defendants misclassified Aggrieved Group Members as independent contractors in relation to or arising out of the released claims. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period.
- 1.36. “Released Parties” means Defendants and Defendants’ past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, contractors, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, related companies, divisions, predecessors, successors, assigns, and joint venturers.
- 1.37. “Request for Exclusion” means a Class Member’s submission of a written request to be

excluded from the Settlement (excluding the PAGA Settlement).

1.38. “Response Deadline” means forty-five (45) days after the Administrator mails the Class Notice to Class Members and Aggrieved Group Members, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit an objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond expiration of the Response Deadline.

1.39. “Settlement” means the disposition of the Action effectuated by this Agreement and the Judgment.

2. RECITALS

2.1. On or around June 5, 2023, Plaintiff Ricardo Ruiz provided written notice electronically to the LWDA and to Defendants via certified mail, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

2.2. On August 4, 2023, Plaintiff Ricardo Ruiz filed a Class Action Complaint in the Superior Court of the State of California, County of Riverside. The Complaint asserted these claims on a class basis: (1) Violation of California Business and Professions Code § 17200 et seq.; (2) failure to pay minimum wages; (3) failure to properly pay overtime; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide adequate wage statements; (7) waiting time penalties; (8) failure to reimburse for necessary business expenses; and (9) violation of PAGA.

2.3. On October 26, 2023, Defendants filed an Answer to Plaintiff’s Class Action Complaint.

2.4. On September 9, 2024 Plaintiffs Ricardo Ruiz and Maria Orozco filed a First Amended Class Action Complaint. The First Amended Complaint added Maria Orozco as a named Plaintiff and asserted these claims on a class basis: (1) Violation of California Business and Professions Code § 17200 et seq.; (2) failure to pay minimum wages; (3) failure to properly pay overtime; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide adequate wage statements; (7) waiting time penalties; (8) failure to reimburse for necessary business expenses; and (9) violation of PAGA.

2.5. The Parties participated in an all-day mediation presided over by experienced wage and hour mediator Katherine Edwards, on July 11, 2024. This Agreement is the product of a mediator’s proposal accepted by the Parties and memorialized in a Memorandum of Agreement.

2.6. Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute the damages and penalties claimed by Plaintiffs,

and further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment. Defendants contend, among other things, that, at all times, they have complied with the California Labor Code, California Business & Professions Code and the Industrial Welfare Commission Wage Orders.

2.7. Class Counsel conducted an investigation into the facts relevant to the Action, including reviewing documents and information provided by Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate and in the best interest of the Class Members and PAGA Group Members in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding a class and representative action trial on the merits and numerous potential appellate issues. Although Defendants deny any liability, Defendants are agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount of Three Hundred Ninety-Nine Thousand Dollars (\$399,000.00) in full and complete settlement of the Action, which sum includes all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. The settlement payment for each Settlement Class Member, including any PAGA Payment, shall be allocated as 100% penalties and interest.

(a) In the event the Court does not approve the allocation of 100% of the Net Settlement Amount as penalties and/or non-wage compensation, the Parties agree to a contingent allocation of ten percent (10%) of the Net Settlement Amount as wages. This amount shall be designated as wages and shall be reported on IRS Form W-2. The remaining ninety percent (90%) of the Net Settlement Amount shall be allocated as penalties, interest, and/or other non-wage compensation and reported on IRS Form 1099, as applicable.

(b) Defendant agrees to pay the employer's share of payroll taxes associated with the wage portion of the Settlement in addition to the Gross Settlement Amount, including but not limited to the employer's share of FICA, FUTA, and state unemployment taxes

(c) This contingent allocation shall become effective only if the Court affirmatively declines to approve the Parties' proposed 100% non-wage allocation. In such event,

the Settlement Administrator will adjust the individual settlement payments and tax reporting forms accordingly.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Plaintiffs may request a Class Representative Service Payment to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member or Aggrieved Group Member). The Court shall retain discretion as to the final amount(s) of any Class Representative Service Payments awarded. As part of the Motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$133,000, and a Class Counsel Litigation Expenses Payment estimated to be \$20,663.93 may be sought by Plaintiffs' Counsel, subject to court approval. If the Class Counsel Litigation Expenses Payment increase during the settlement process, Class Counsel reserve the right to request additional Class Counsel Litigation Expenses. This provision is intended to identify the maximum amount, which may be requested, and shall not be construed to limit or prohibit a valid objection to the requested fee and/or cost awards. The ultimate amounts awarded shall remain within the Court's discretion; however, Plaintiffs reserve all rights to appeal the denial of requested fee and/or cost amounts. Sixty percent (60%) of the Class Counsel Fees Payment will be paid to Gomez Trial Attorneys; forty percent (40%) of the Class Counsel Fees Payment will be paid to Rosenberg, Shpall & Zeigen, APLC. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class

Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds the Released Parties harmless, and indemnifies the Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$10,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- (d) To the LWDA and Aggrieved Group Members: PAGA Penalties in the amount of \$7,800 are to be paid from the Gross Settlement Amount, with 75% (\$5,850.00) allocated to the LWDA PAGA Payment and 25% (\$1,950.00) allocated to the Individual PAGA Payments.
 - i. Aggrieved PAGA Member: Each Individual PAGA Payment will be allocated as 100% penalties. Aggrieved Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: The Net Settlement Amount will be allocated to the Participating Class Members pursuant to Paragraphs 4.1-4.3, or as otherwise ordered by the Court.
 - i. Tax Allocation of Individual Wage and Hour Class Payments. Each Individual Class Payment will be allocated as 100% penalties and interest. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments. The Administrator will report the Individual Class Payments on IRS 1099 Forms.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. NET SETTLEMENT FUNDS ALLOCATION AND DISTRIBUTION

- 4.1. Proposed Allocation of Net Settlement Amount for Purposes of Individual Distribution. Due to the nature of the claims asserted in this action, and Plaintiffs' evaluation of the strength, weaknesses, and potential damages recoverable on behalf of the Class Members, the Parties intend to propose that the net settlement funds be allocated as follows:

- (a) Reimbursement Claims: Twenty percent (20%) of the Net Settlement Funds shall be allocated to claims for Reimbursement of Business Expenses and Unlawful Deductions from Wages.
 - (b) Remaining Claims: Eighty percent (80%) of the Net Settlement Funds shall be allocated to all other claims asserted (i.e. the “Remaining Claims”)
- 4.2. Proposed Calculation of Individual Class Member Payments. The Administrator will calculate each Individual Class Payment based on the following proposed distribution formulas:
- (a) Reimbursement Claims: All Participating Class Members will be eligible to receive an individual share of the portion of Net Settlement Funds allocated to the Reimbursement Claims. The individual share amount will be calculated by dividing the total funds allocated to the Reimbursement Claims by the number of Participating Class Members.
 - (b) Remaining Claims: Participating Class Members who received at least one payment from Defendants during the Class Period shall be eligible to receive a pro rata share of the Net Settlement Funds allocated to the Remaining Claims. Pro rata shares shall be calculated by dividing the number of paid weeks by those individual Class Members who received at least one payment from Defendants during the Class Period, by the total number of paid weeks worked during the Class Period by all Participating Class Members who received at least one payment from Defendants during the Class Period, and then multiplying the resulting percentage by the total funds allocated to the Remaining Claims.
- 4.3. Proposed Calculation of Individual PAGA Payments. The total funds allocated to Individual PAGA Payments (i.e. the Aggrieved Group Member share) shall equal 25% of the PAGA Penalties. The Administrator will calculate each Individual PAGA Payment by determining the number of paid weeks to the individual Aggrieved Group Member during the PAGA period plus one (1) additional week. The resulting number shall be divided by the total number of paid weeks during the PAGA Period plus one (1) additional week for each Aggrieved Group Member. The resulting percentage shall be multiplied by the total funds allocated to Individual PAGA Payments.
- 4.4. Court Approval of Allocation and Distribution Formulas. The allocation of net settlement funds and formulas used to calculate individual settlement shares shall remain within the sole discretion of the Court. The Court shall have the power to make revisions to any settlement allocations and distribution formulas proposed by the Parties, require the Parties to submit alternate allocation/distribution proposals, and/or make any further changes in the interest of justice which may be necessary for purposes of settlement approval.

5. SETTLEMENT FUNDING

- 5.1. Class Size. Defendants represent there are 167 Class Members during the Class Period. If the actual number of Class Members exceeds 200 Plaintiffs, in their sole discretion, shall have the right to cancel this Agreement.
- 5.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts and in good faith to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 5.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the Effective Date.

6. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 6.1. Within 21 days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 6.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Group Members including Non-Participating Class Members who qualify as Aggrieved Group Members (including those for whom a Class

Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved PAGA Member's check is not cashed within 120 days of mailing, the Administrator will also mail a reminder that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 6.3. The Administrator must conduct a Class Member Address Search for all Participating Class Members and/or Aggrieved Group Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved PAGA Member whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved PAGA Member prior to the void date.
- 6.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall redistribute such funds on a pro rata basis to those Participating Class Members who did cash their original settlement checks. In the absence of a feasible redistribution to the Class, the remaining uncashed funds shall be handled in accordance with California Code of Civil Procedure section 384. Such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Group Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b). If the Court does not approve this distribution, then the Parties will meet and confer in good faith to determine an alternative *cy pres* recipient(s). Plaintiffs will be responsible for proposing any potential *cy pres* recipient(s), and Defendants shall not unreasonably withhold consent should the proposed recipient(s) meet the requirements of California Code of Civil Procedure section 384.
- 6.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

7. RELEASE OF CLAIMS.

7.1. Upon the Effective Date and contingent upon fully funding the entire Gross Settlement Amount, Plaintiffs, Participating Class Members, and Aggrieved Group Members will release claims against all Released Parties as follows:

(a) Plaintiff's Release. Plaintiffs shall be bound by a complete California Civil Code section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law. Section 1542 provides:

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

(b) Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

(c) Release of PAGA Claims: Plaintiff RUIZ releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff RUIZ' pre-filing letter to the LWDA; Plaintiff RUIZ does not release any aggrieved employee's claims for wages or damages.

8. MOTION FOR PRELIMINARY APPROVAL.

8.1. Responsibilities of Counsel. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

Class Counsel or Defense Counsel; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial and subsequent notices of violations (Labor Code section 2699.3, subd. (a)), the TAC (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator.

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

9. SETTLEMENT ADMINISTRATION

- 9.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial, or otherwise with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 9.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 9.3. Notice to Class Members.
- (a) No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, the number of Aggrieved Group Members, and any relevant data/information maintained by Defendants necessary to calculate individual settlement shares pursuant to the individual class member payment and individual PAGA member payment distribution formulas.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class

Members identified in the Class Data, via First-Class U.S. Mail, the Class Notice, substantially in the form is attached to this Agreement as **Exhibit A**. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, challenges to the calculation of estimated individual settlement amounts, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, Defendants, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

9.4. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves from (opt-out of) the Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline and must be signed by the Class Member. The Request for Exclusion, substantially in form, is attached to this Agreement as Exhibit B.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall

accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a valid and timely Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement. Each Participating Class Member is subject to the benefits and releases of the Class(es) to which he or she is a member.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Group Members are deemed to release the claims identified in Paragraph 7.1.3 of this Agreement and are eligible for an Individual PAGA Payment. In other words, there shall be no right for Aggrieved Group Members to request exclusion from the PAGA settlement.

9.5. Challenges to Individual Class and PAGA Payment Calculations. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the calculation of the estimated individual settlement share allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Dispute Form, substantially in form, is attached to this Agreement as Exhibit C. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the calculations contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of individual settlement shares. The Administrator's determination of each Class Member's individual settlement share shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of individual settlement shares to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

9.6. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments. The Objection Form, substantially in form, is attached to this Agreement as Exhibit D.
- (b) Participating Class Members may send written objections to the Administrator by mail. A Participating Class Member who elects to send a written objection to the Administrator must do so by the Response Deadline (plus an additional 14 calendar days for Class Members whose Class Notice was re-mailed). Participating Class Members who submit written objections may also appear in Court (or hire an attorney to appear in Court at their own cost) to discuss their objections at the Final Approval Hearing. The Administrator must notify Class Counsel and Defense Counsel within two business days of any objections received.
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.
- (d) Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

- (a) Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address, facsimile number, and a toll-free telephone number to receive Class Member calls, faxes, and emails
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the full names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

- (c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (d) Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- i. Defendants’ Right to Withdraw. If the number of valid Requests for Exclusion exceeds seven and one-half percent (7.5%) of the total Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendants make the election to withdraw. Defendants must notify Class Counsel and the Court of their election to withdraw not later than 10 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- (e) Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court or request by either party, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel shall be responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the

distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 14 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

10. MOTION FOR FINAL APPROVAL.

- 10.1. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a proposed Final Approval Order and a proposed Judgment (collectively, “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel at least 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members and/or Aggrieved Group Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement and specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

11. ADDITIONAL PROVISIONS

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

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

Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Settlement.
- 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Chad Edwards
Rosenberg, Shpall & Zeigen, APLC
10815 Rancho Bernardo Road, Ste 260
San Diego, CA 92127
Tel.: (619) 232-1826
Fax: (619) 232-1859
E-Mail: rsalaw@yahoo.com
Edwards.sdlaw@gmail.com

Chandler Roth
Taleah Phillips
Gomez Trial Attorneys
755 Front Street
San Diego, CA 92101
Tel.: (619) 237-3490
Fax: (619) 237-3496
chandler@getgomez.com
taleah@getgomez.com

To Defendants:

Tracy Warren
Alicia Belock
Buchalter
655 W Broadway, Ste 1600
San Diego, California 92101
Tel.: (619) 219-5335
E-Mail: twarren@buchalter.com
abelock@buchalter.com

- 11.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The five year period to bring the action to trial pursuant to California Code of Civil Procedure section 583.310 is waived.
- 11.18. The Gross Settlement Amount is based on Defendants' estimate that the Class Members worked a total of 11,506 workweeks during the Class Period. Should the qualifying workweeks worked by the Class Members during the Class Period ultimately increase by more than 15% (i.e., if the workweeks exceed 13,232), Defendants, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 13,232, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 15% (i.e., if there was an 16% increase in the number workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

12. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement, which is approved as to form by their respective counsel.

Dated: 11 / 16 / 2025



Plaintiff Ricardo Ruiz

Dated: _____

Plaintiff Maria Orozco

Dated: 11 / 14 / 2025

Chad Edwards
Chad Edwards
Rosenberg, Shpall & Zeigen, APLC
Attorney For Plaintiffs

Dated: 11 / 14 / 2025

CR
Chandler Roth
Gomez Trial Attorneys
Attorney for Plaintiffs

DEFENDANTS

Dated: _____

Name:
Title:
Eco Farms Avocados, Inc.

Dated: _____

Name:
Title:
Eco Farms Field Inc.

Dated: _____

Name:
Title:
Eco Farms Investment Holdings, LLC.

Dated: _____

Name:

Dated: 11 / 14 / 2025

Maria Orozco
Plaintiff Maria Orozco

Dated: _____

Chad Edwards
Rosenberg, Shpall & Zeigen, APLC
Attorney For Plaintiffs

Dated: _____

Chandler Roth
Gomez Trial Attorneys
Attorney for Plaintiffs

DEFENDANTS

Dated: _____

Name:
Title:
Eco Farms Avocados, Inc.

Dated: _____

Name:
Title:
Eco Farms Field Inc.

Dated: _____

Name:
Title:
Eco Farms Investment Holdings, LLC.

Dated: _____

Name:

Dated: _____
Plaintiff Maria Orozco

Dated: _____
Chad Edwards
Rosenberg, Shpall & Zeigen, APLC
Attorney For Plaintiffs

Dated: _____
Chandler Roth
Gomez Trial Attorneys
Attorney for Plaintiffs

DEFENDANTS

Dated: 11-17-2025 
Name: Steve Taft
Title: CEO
Eco Farms Avocados, Inc.

Dated: 11-17-2025 
Name: Steve Taft
Title: CEO
Eco Farms Field Inc.

Dated: 11-17-2025 
Name: Steve Taft
Title: CEO
Eco Farms Investment Holdings, LLC.

Dated: 11-17-2025 
Name: Steve Taft

Title: CEO
Eco Farms Real Estate, LLC.

Dated: 11-17-2025


Name: Steve Taft
Title: CEO
Eco Farms Trading Operations, LLC.

BUCHALTER

Dated: November 17, 2025



Tracy A. Warren
Alicia A. Belock
Nicholas M. Dea
Attorney for Defendants

EXHIBIT A
[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

**If you were employed by Eco Farms Avocados, Inc., Eco Farms Field Inc., Eco Farms Investment Holdings, LLC., Eco Farms Real Estate, LLC., or Eco Farms Trading Operations, LLC., (“Eco Farms” or “Defendants”) in California as a non-exempt or hourly employee at any time from August 4, 2019 through _____
this class action lawsuit affects your rights.**

A court authorized this notice. This is not a solicitation from a lawyer.

- Two former employees, Class Representatives Ricardo Ruiz and Maria Orozco, have sued Defendants Eco Farms;
- The Court has preliminarily approved a class action settlement with Eco Farms on behalf of all current and former non-exempt or hourly employees within the State of California from August 4, 2019 through _____.
- The Court has not decided whether Eco Farms did anything wrong.
- There is money available now pursuant to a settlement between Plaintiffs and Eco Farms as detailed below. **The settlement affects your legal rights, so you have a choice to make now:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING AND ACCEPT YOUR SHARE OF THE SETTLEMENT	If you want to participate and receive your share of the money from the settlement, you do <u>not</u> need to do anything. (See #8 below.)
OBJECT TO THE SETTLEMENT	If you want to object to the settlement, you must write to the Settlement Administrator and explain why you think the settlement should not be approved. (See # 9 below.)
ACCEPT YOUR SHARE BUT DISPUTE THE NUMBER OF WORKWEEKS INDICATED IN QUESTION 8 BELOW	If you want to dispute the number of workweeks stated in Question 8 below, you must provide the corrected information and any supporting documentation to the Settlement Administrator. (See #10 below)
ASK TO BE EXCLUDED FROM THE SETTLEMENT	If you exclude yourself (or "opt-out") from this lawsuit, you will not receive any share of the money from the settlement. (See #11-12 below.)

- Your options are explained in this Notice. To object to the settlement, dispute the number of workweeks credited to you, or ask to be excluded, you must act before _____, 2025.

- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why did I get this notice?

Eco Farms records show that you currently or previously worked for Eco Farms in California as a non-exempt or hourly employee, at some time between August 4, 2019 and [REDACTED]. This Notice explains that the Court has given preliminary approval to a settlement in a conditionally certified class action lawsuit that may affect you. You have legal rights and options that you may exercise as part of this settlement. Judge Harold W. Hopp of the Riverside Superior Court is overseeing this class action. The lawsuit is called *Ricardo Ruiz and Maria Orozco v. Eco Farms* Riverside Superior Court Case No. CVRI2304424.

2. What is this lawsuit about?

This Action is about whether Eco Farms failed to provide non-exempt and hourly employees with lawful required meal breaks and rest breaks; failed to pay all minimum and overtime wages owed; failed to provide accurate itemized wage statements; failed to pay all wages owed at separation; or failed to reimburse business expenses, all as required by applicable California laws. The lawsuit also asserts claims for unfair competition and for penalties pursuant to the Private Attorneys General Act.

Eco Farms asserts that it has complied with California law at all times. Eco Farms denies that any unlawful policy or practice exists as to the above claims. Although Eco Farms denies the allegations made in the Action, and denies a class can be certified, it has chosen to resolve the matter based upon the terms and conditions set forth in the Settlement Agreement now before the Court for approval. The Court hasn't decided whether Eco Farms or Plaintiffs are correct. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement may be fair, reasonable, and adequate to the Class, and therefore warrants dissemination of notice and a hearing on final approval. The Court's preliminary approval is not a final determination of the fairness, reasonableness, or adequacy of the Settlement, which will be decided at the Final Approval Hearing.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." In this case, there are two Class Representatives, Ricardo Ruiz and Maria Orozco. The Class Representatives are called the Plaintiffs. The company that they sued (in this case, Eco Farms) is called the Defendant. This settlement resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

As part of the settlement with Eco Farms, Plaintiffs and Eco Farms agreed to the conditional certification of the lawsuit as a class action as to Eco Farms for settlement purposes only and move towards Court approval of the settlement. The Court has not ruled on the merits of these claims. The decision to certify the Class for settlement purposes only in this case should not be viewed as a prediction that Plaintiffs or the Class ultimately would prevail on the merits of the action if the settlement does not receive final approval by the Court and Plaintiffs proceed with the claims.

5. What are the terms of the proposed settlement?

The proposed settlement reached between Plaintiffs and Eco Farms has a maximum value of \$399,000.00 to fully and finally resolve all claims in the Action (referred to as the "Gross Fund Value"). Class Counsel will apply to the Court

for attorneys' fees of up to one-third of the Class Settlement Sum (up to \$133,000.00); litigation costs estimated to be \$20,663.93; a class representative service payment award of \$10,000 each to Mr. Ruiz and Ms. Orozco (\$20,000 total) for their work and efforts prosecuting this case, and for undertaking the risks of payment of fees and costs (in the event of an unsuccessful outcome of this Lawsuit); claims administration expenses to ILYM Group, Inc. estimated at \$6,650.00), and a payment in the sum of \$7,800.00 (75% of \$5,850.00) allocated to the California Labor Workforce and Development Agency, under California Labor Code's Private Attorneys General Act of 2004 ("PAGA"¹) to cover all applicable civil penalties implicated or raised by the allegations of the Lawsuit and 25% (\$1,950.00) to the aggrieved Group Members. The exact amount of the attorneys' fees, litigation costs, class representative service payment, and claims administration expenses will be determined by the Court at a Final Approval hearing. The remaining portion of the settlement, the "Net Fund Value" (the "NFV") is estimated to be \$207,536.07. The NFV will be apportioned and paid out entirely, automatically, to all Class Members who do not request to be excluded (or opt out) of the class action settlement. Any portion of the Net Fund Value that would have been attributed to Class Members who timely opt out of the settlement will be paid to the Class Members who participate in the settlement. In other words, the entire amount of the NFV will be sent for payment to Participating Settlement Class Members. No portion of the NFV will revert to Eco Farms.

The settlement makes available cash to be paid to each Class Member who does not timely request to be excluded from the Class, according to the following formula:

All Class Members will be eligible to participate in the settlement. If a Class Member does not timely request to be excluded from the Class (see Question 11, below), the Class Member automatically will become a "Settlement Class Member." Settlement Class Members will be paid an amount for each week that the Settlement Class Member was employed by Eco Farms in a non-exempt or hourly position in California during the Class Period of August 4, 2019 until _____.

The amount to be paid by Eco Farms for each Workweek worked by a Participating Settlement Class Member will be calculated by dividing the value of the Net Fund Value by the Total Workweeks worked by all Class Members and then multiplying that number by the individual Workweeks worked by the Participating Class Member.

In consideration for their release of claims arising under California Labor Code sections 201 to 203, the Participating Settlement Class Members who are separated from employment with Defendant as of the last day of the Class Period will have their Workweeks increased by three (3) Workweeks.

Payroll deductions will be made for state and federal tax withholdings and any other applicable payroll deductions owed by the Settlement Class Member and owed by Eco Farms as a result of the payment. Eco Farms share of the payroll taxes will be paid by Eco Farms.

According to Eco Farms records, you have been credited with <# of weeks> weeks worked for Eco Farms during the Class Period for purposes of calculating your Individual Settlement Payment. If you choose to remain in the Class and participate in the Settlement, your share is estimated to be: _____. Your actual share may be more or less depending on the Court's approval of the requested allocations and the number of requests for exclusion received.

¹ PAGA refers to California's Private Attorneys General Act, which allows employees to recover civil penalties on behalf of the State of California and other employees for alleged Labor Code violations. By law, 75% of PAGA penalties are paid to the State's Labor and Workforce Development Agency, and 25% are distributed to affected employees. Because PAGA claims are brought on behalf of the State, individuals cannot opt out of the PAGA portion of the settlement.

WHO IS IN THE CLASS?

6. Am I part of this Class?

All persons who were employed by Eco Farms in California as non-exempt or hourly employees, however titled, at some time between August 4, 2019 and _____ ("Class Period"), are Class Members. You are receiving this Notice because according to Eco Farm's records, you are in the Class.

7. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting ILYM Group, Inc. the Settlement Administrator, at the designated phone number for this matter which is (XCX) XCX-XCXC, or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in Question 23, below.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded from the Settlement, and you have to decide this by no later than _____, 2025.

8. What happens if I do nothing?

If you are a member of the Class above and would like to be included in this case and receive a settlement payment, you do not need to do anything. If the Settlement receives Final Approval by the Court, you will receive an Individual Settlement Payment. By doing nothing and receiving an Individual Settlement Payment, you will be agreeing to release any claims you may have, and thus will be barred from pursuing any claims you may have, based on the facts alleged in the lawsuit as described below.

Upon the Effective Date and upon payment of all sums owed herein by Defendants, and except as to the right to enforce the terms and conditions of the Settlement, all Settlement Class Members who do not timely opt out of the Settlement shall fully release the Eco Farms, all of its former or present parents, subsidiaries, successors, predecessors, agents, affiliates, partners, officers, directors, employees, insurers, directors, executors, attorneys, shareholders, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, fiduciaries, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals (the "Released Parties") from any and all claims, debts, liabilities, demands, obligations, penalties, interest, wages, compensation, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory, which arose during employment by Eco Farms in an hourly or non-exempt position in California during the Class Period and arise out of the facts or allegations in the Action, including claims for any alleged unpaid meal and/or rest period premiums, inaccurate or incomplete wage statements, failure to timely pay wages, failure to pay all minimum or overtime wages due, failure to timely pay wages due upon separation, failure to reimburse business expenses, failure to properly calculate overtime, failure to pay all on-call time, damages and penalties under the California Labor Code related to the claims above, claims for restitution under Business & Professions Code (including Section 17200 et seq.) related to the claims above, and PAGA penalties related to the claims above ("Released Claims"). This release shall run from August 4, 2019 through _____.

9. How do I object to the settlement?

If you are a member of the Class above and would like to object to the Settlement, you must send by mail such written objections to the Settlement Administrator to [name and address of Settlement Administrator] postmarked no later than _____, 2025. Your objection should state a specific reason for the objection, and your name, address, telephone number, last four digits of social security number, and include all supporting papers, and

must be signed by you or your authorized representative. You do not have to appear at the hearing to have your objection considered by the Court. However, you may or your representative, at your cost, may do so if you wish. Class Members who fail to submit timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

10. How do I dispute the number of workweeks credited to me in Question 8?

If you do not agree with the number of workweeks stated in Question 8 above, you should provide the corrected information separately or in the accompanying form and any supporting documentation. Write down your name, address, telephone number, last four digits of your social security number, and all dates that you worked or the number of workweeks you worked for Eco Farms in the state of California during the Class Period of August 4, 2019 through _____. Gather any documents that you have (such as pay stubs or employment records) that demonstrate the time periods that you worked. Send the information and any documents you gather to the Settlement Administrator postmarked by mail to [name and address of Settlement Administrator] no later than _____, 2025. The Settlement Administrator will read both the documents you provide and Eco Farm's payroll and personnel records and make the final determination of the amount of your settlement award. All determinations by the Settlement Administrator are final. If the Settlement is finally approved by the Court, you will be sent a check for your Individual Settlement Payment.

11. Why would I ask to be excluded?

If you already have, or would like to begin, your own Eco Farms meal, rest break, unpaid wages, unpaid reimbursement, untimely payment of wages, or similar lawsuit against Eco Farms and want to continue with or bring it, you may want to be excluded from the Class. If you exclude yourself from the Class—which also means you remove yourself from the Class, and is sometimes called “opting-out” of the Class—you won’t get any money or benefits from this lawsuit as part of Plaintiffs’ settlement with Defendant Eco Farms detailed above. However, you may then be able to sue or continue to sue Eco Farms on your claims that occurred if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s judgment in this class action.

If you start or continue your own legal action against Eco Farms, after you exclude yourself, you will need to hire and pay your own lawyer for that action, and you will need to prove your claims. If you do exclude yourself so you can start or continue your own legal action against Eco Farms, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations or other defenses.

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class (“opt-out”) you need to submit the fully completed Request for Exclusion From Settlement (Opt-Out Form) accompanying this notice postmarked on or before _____, 2025. Such written requests for exclusion must contain the name, address, telephone number, and last four digits of the social security number of the person requesting exclusion, and must be returned by mail to [name and address of Settlement Administrator]. The Opt Out Form must be signed by the person requesting exclusion or his or her authorized representative. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who opts out of the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who do not submit a valid and timely request for exclusion on or before _____, 2025 shall be Settlement Class Members and bound by all terms of the Settlement and any Final Judgment entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has appointed Chandler Roth, Esq. and Taleah Phillips, Esq. of Gomez Trial Attorneys of San Diego, CA and Chad F. Edwards, Esq. of Rosenberg, Shpall & Zeigen, APLC. of San Diego, CA to represent you and all Class Members. The law firms are called “Class Counsel.” Class Counsel are experienced in handling similar cases against other employers.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you. However, to object to the settlement (either personally or through counsel) at the Final Fairness and Approval Hearing, you must follow the objection procedure outlined in paragraph 12 above.

15. How will the lawyers be paid?

As part of the settlement with Eco Farms, Class Counsel has requested 1/3 of the Gross Fund Value (or \$133,000) in attorneys’ fees plus an estimated \$20,663.93 in costs to be paid from the GFV to compensate Class Counsel for their work on this matter. You won’t have to pay Class Counsel’s fees and costs.

16. How will the Class Representatives be paid?

As part of the settlement with Eco Farms, Class Counsel has requested \$10,000 each (total of \$20,000) as a service payment award to be paid to the Class Representatives for their efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representatives and taking on the burden and risks of litigation.

THE ECO FARMS SETTLEMENT

17. Who is handling the Settlement Administration process?

ILYM Group, Inc. Class Action Administration shall serve as the Settlement Administrator for this settlement. ILYM may be reached at:

Eco Farms Wage and Hour Settlement Administrator
c/o ILYM Group, Inc. Class Action Administration
ADDRESS
phone: (XXX) XCX-XCXC
fax: (XXX) XCX-XCXC

18. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for _____, 2026 at ____ a.m./p.m. in Department 1 of the Riverside Historic Courthouse located at 4050 Main St, Riverside, CA 92501. You may attend the hearing if you wish. However, you do not need to attend the hearing to be a part of the Settlement. If you wish to object to the Settlement, and have followed the procedures detailed above, you may choose to personally appear (or have

your representative appear at your cost) at the hearing to object, but you do not have to. The Court will consider your objection regardless of whether you appear or not.

19. When will I get money after the hearing?

If there are no objections to the Settlement, your payment from the Net Fund Value will be paid approximately 25 days after the Court grants Final Approval of the Settlement. If there are objections that are not withdrawn, your payment from the Net Fund Value will be paid after all rights to appeal are exhausted, assuming there is final approval for this Settlement.

GETTING MORE INFORMATION

20. Are more details available?

You may contact the Settlement Administrator, ILYM Group, Inc. Class Action Administration, by calling (XXX) XCX-XCXC or by writing: Eco Farms Wage and Hour Settlement Administrator, c/o ILYM Group, Inc. Class Action Administration, XCXC, _____, CA XCXCX.

Class Counsel in this case is as follows:

Chandler Roth, Esq.
Taleah Phillips, Esq.
Gomez Trial Attorneys
755 Front Street
San Diego, CA 92101
(619) 304-2031

Chad F. Edwards, Esq.
Rosenberg, Shpall, & Zeigen, APLC
10815 Rancho Bernardo Road, Suite 260
San Diego, California 92127
(619) 232-1826

Counsel for Defendant Eco Farms is as follows:

Tracy Warren, Esq.
Alicia Belock, Esq.
Buchalter
655 W. Broadway, Suite 1600
San Diego, CA 92101
(619) 219-5335

This Notice is only a summary of the case and the Settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreement (attached as Exhibit 1 to the Declaration of Chad Edwards in Support of Motion for Preliminary Approval filed on _____), and other papers filed in the case, which may be inspected at the Office of the Clerk of the Superior Court of California, County of Riverside, Riverside Historic Courthouse, located at 4050 Main St, Riverside, CA 92501 during regular business hours of each court day or online at <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>.

EXHIBIT B

[REQUEST FOR EXCLUSION]

REQUEST FOR EXCLUSION FROM SETTLEMENT (OPT-OUT FORM)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

Ricardo Ruiz and Maria Orozco v. Eco Farms Riverside Superior Court Case No. CVRI2304424

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

THIS REQUEST FOR EXCLUSION FORM IS TO BE COMPLETED ONLY IF YOU WANT TO OPT OUT OF THE SETTLEMENT of the action known as *Ricardo Ruiz and Maria Orozco v. Eco Farms*, Riverside Superior Court Case No. CVRI2304424 pending in the Superior Court for the State of California, County of Riverside, in the Riverside Historic Courthouse. If you opt out of the settlement, you will **not** receive a share of the settlement funds being distributed under the terms of the settlement and you will not be subject to the release in the settlement. If you decide to opt out, you retain your right to pursue any individual claims that you may have against Defendant Eco Farms. by filing or maintaining your own independent lawsuit subject to any applicable statutes of limitations.

By submitting this form, you will not receive any payment from the Class Settlement. However, you will remain part of the PAGA Settlement and may still receive a payment for civil penalties under the Private Attorneys General Act ("PAGA").

To opt out of the settlement, you must mail this form to the address below by the date indicated below.

I do not wish to receive compensation under the terms of the proposed settlement of the *Eco Farms* action or to otherwise participate in the proposed settlement. I understand that by opting out, I retain any claims that I may have against *Eco Farms* and that I may file my own independent lawsuit subject to any applicable statutes of limitations.

Date: _____, _____

Signature

PLEASE PRINT OR TYPE THE FOLLOWING IDENTIFYING INFORMATION:

Name: _____
First Middle Last

Mailing Address: _____
Number Street Apt.

City State Zip Code

Last four digits of your Social Security Number: _____

Daytime telephone number: (____) _____ - _____

THIS FORM MUST BE POSTMARKED TO THE FOLLOWING ADDRESS: [SETTLEMENT ADMINISTRATOR ADDRESS] ON OR BEFORE [45 DAYS AFTER INITIAL MAILING], 2025, OR YOU WILL LOSE YOUR RIGHT TO OPT OUT OF THE SETTLEMENT.

EXHIBIT C
[DISPUTE FORM]

CLASS WORKWEEK DISPUTE FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

Ricardo Ruiz and Maria Orozco. v. Eco Farms, Riverside Superior Court Case No. CVRI2304424.

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

INSTRUCTIONS

TO ALL PERSONS WITHIN THE STATE OF CALIFORNIA WHO ARE OR WERE EMPLOYED BY ECO FARMS AVOCADOS, INC., ECO FARMS FIELD INC., ECO FARMS INVESTMENT HOLDINGS, LLC., ECO FARMS REAL ESTATE, LLC., OR ECO FARMS TRADING OPERATIONS, LLC., ("ECO FARMS" OR "DEFENDANTS") AS NON-EXEMPT EMPLOYEES OR HOURLY EMPLOYEES, HOWEVER TITLED, AT ANY TIME FROM AUGUST 4, 2019 THROUGH [REDACTED].

The amount of your estimated Individual Settlement Award is based upon (1) the total number of Workweeks worked by *all* eligible employees between August 4, 2019 and [REDACTED], (2) your total number of Workweeks worked by *you* between August 4, 2019 and [REDACTED],

The number of Workweeks applicable to your claim is set forth in Section I below. If you believe that the number of weeks stated or your status as a current or former employee is incorrect, you may dispute the status or the number of workweeks by submitting this completed Form with supporting documents on or before [REDACTED] [45 days after initial mailing]. **If you believe that the number of workweeks stated below is correct, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at the address listed above; otherwise, your individual Settlement Award may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Award.

I. INFORMATION USED TO CALCULATE YOUR ESTIMATED SETTLEMENT AWARD

The Net Fund Value that will be split among all participating Settlement Class members as described in the Notice of Proposed Class Action and PAGA Settlement is [REDACTED].

You worked [REDACTED] Workweeks between August 4, 2019 and [REDACTED],

There were [REDACTED] total Workweeks between August 4, 2019 and [REDACTED],

II. YOUR ESTIMATED SETTLEMENT AWARD

Based upon the information provided in Section I, your estimated pre-tax Settlement Award is <<INSERT>>.

This number is computed as follows:

- A. Net Fund Value (NFV): [total NFV calculated by taking the Gross Fund Value minus attorney's fees and costs, class representative enhancements, claims administration, 75% of PAGA civil penalties] = A
- B. Total Workweeks: [number of workweeks of *all* class members between August 4, 2019 and [REDACTED],] = B

C. Your Workweeks: [total number of workweeks worked by **you** for Defendant between May 26, 2016 and August 23, 2021] = C

Total Individual Award = C ÷ B x A

III. CHALLENGE TO YOUR STATUS, WORKWEEKS OR PAY PERIODS

If you wish to dispute the data listed in Section I, you must postmark your dispute and provide all supporting information and/or documentation to the Settlement Administrator by **<<NOTICE PERIOD DEADLINE>>**.

*Check a box below **ONLY** if you wish to dispute the data listed in Section I:*

☐ I wish to dispute the data listed in Section I. I have included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

Last Four Digits of Social Security Number: _____

MAIL TO:

Eco Farms Settlement Administrator
c/o
ILYM Group, Inc. Class Action Administration
address

IF YOU ARE CONTESTING THE AMOUNT OF YOUR WORKWEEKS, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE «CLAIMS PERIOD DEADLINE**».**

EXHIBIT D

[OBJECTION FORM]

SUPERIOR COURT OF THE STATE CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

RICARDO RUIZ, individually, and on
behalf of all persons similarly situated,
MARIA OROZCO, individually, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

ECO FARMS AVOCADOS, INC, a
corporation; ECO FARMS FIELD INC., a
corporation; ECO FARMS INVESTMENT
HOLDINGS, LLC., a corporation; ECO
FARMS REAL ESTATE, LLC., a
corporation; ECO FARMS TRADING
OPERATIONS, LLC., a corporation; and
DOES 1 to 20, inclusive,

Defendants.

Defendants.

Case No. CVRI2304424

Hon. Harold W. Hopp
Dept. 1

OBJECTION FORM

THIS FORM MUST BE POSTMARKED NO LATER THAN [REDACTED], 2025.

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by claims administrator]

OBJECT

If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. If you participate in the Settlement and receive a Settlement Payment, you do so in exchange for a release of the Released Claims as more fully discussed below.

If you wish to Object to the Settlement, you must submit your objection to the Settlement Administrator. You may use this Objection Form to submit your objection. Your objection should state why you object to the settlement. The objection must be mailed to the Settlement Administrator at the address below and must be postmarked no later than [REDACTED], **2025**. Late objections will not be considered. If your objection is overruled, you will still receive your Settlement Payment and you will have released the Released Parties from the Released Claims as provided for in the Notice of Class Action Settlement.

You may also, if you wish, appear at the Final Fairness and Approval Hearing set for [REDACTED], 2026 at [REDACTED] a.m. in Dept. 1 of the Riverside Historic Courthouse located at 4050 Main St, Riverside, CA 92501 and discuss your objections with the Court and the Parties. If you submit an objection, counsel for the Plaintiffs will notify you of any continued hearing date. Otherwise, the Final Approval Hearing may be continued to another date without further notice. You may withdraw your objections at any time. You may not present an objection at the Final Approval Hearing unless you have submitted a timely objection that complies with the terms of the Notice of Class Action and PAGA Settlement. If you have submitted a Request for Exclusion Form, you may not submit objections to the Settlement. You do not need to appear at the Final Approval Hearing to have your Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your address and telephone number. Any reasons not included in the written objection will not be considered. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Counsel for Eco Farms by email within two business days after receipt thereof.

Reason(s) for Objection: (you may include additional pages if necessary)

Dated: _____

(signature)

(typed or print name)

(address)

(telephone number)

(last four digits of social security number)

If you object, please mail the completed form by [REDACTED], 2025 to:

ECO FARMS WAGE AND HOUR SETTLEMENT ADMINISTRATOR
c/o ILYM Group, Inc. Class Action Administration
[ADDRESS and phone number]