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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

(UNLIMITED JURISDICTION)

ROBERTO CARLOS TORRES and LUIS GONZALEZ, on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

TAUZER APIARIES, INC.; TREVOR TAUZER, individually; CLAIRE TAUZER, individually; MARK TAUZER, individually; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CV2023-1329

DECLARATION OF ENRIQUE MARTINEZ IN SUPPORT OF MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; (2) PROVISIONAL CERTIFICATION OF CLASS AND APPOINTMENT OF CLASS COUNSEL; (3) APPROVAL OF FORM AND METHOD OF CLASS NOTICE; AND (4) THE SCHEDULING OF A FINAL FAIRNESS HEARING

Hon. Timothy L. Fall

Date: June 5, 2025
Time: 09:00 a.m.
Dept.: 11

I, Enrique Martinez, declare as follows:

1. I am an attorney at law duly admitted to practice in the State of California. I am an attorney with the Law Offices of Enrique Martinez in Oakland, California. I am co-counsel for the Plaintiffs and the Class in this action. I have personal knowledge of the facts set forth in this declaration and could and would testify competently to them.

2. This case was brought by Plaintiffs Roberto Carlos Torres and Luis Gonzalez ("Named Plaintiffs") for claims related to meal and rest breaks, wages, reimbursement for work-related expenses, and other relief on behalf of themselves and a putative class of workers employed by Tauzer Apiaries, Inc., Trevor Tauzer, Claire Tauzer and Mark Tauzer ("Defendants"). Plaintiffs' claims are based on the California Labor Code, the California Business & Professions Code §§ 17200, et seq., and the California Private Attorney General Act, Cal. Lab. Code § 2698, et seq. ("PAGA"). Plaintiffs seek relief for a class of non-exempt beekeepers employed in California by Tauzer Apiaries, Inc. ("Tauzer") any time between June 26, 2019 to June 26, 2024 ("Settlement Class"). Based on class information Defendants produced during discovery in this Action, it is estimated that there are 90 Class Members who collectively worked a total of 3,495 Pay Periods.

3. The Named Plaintiffs propounded extensive discovery on the four Defendants, including several sets of Special and Form Interrogatories. Based on Tauzer's payroll data and timecards, our investigation, and interviews with the Named Plaintiffs and other class members, we believe members of the Settlement Class suffered meal period violations and work-related expenses without being reimbursed by Tauzer. Additionally, some workers allege they did not receive all of their adequate rest periods.

4. Attached as **Exhibit 1** is a true and correct copy of the proposed settlement agreement ("Settlement Agreement"), which includes a proposed form of class notice ("Class Notice") (Exhibit 1A) and a proposed Implementation Schedule ("Implementation Schedule") (Exhibit 1B). In accordance with the Implementation Schedule, the Gross Settlement Amount of Four Hundred Thirty-Five Thousand ($435,000.00) shall be made in two payments. The first payment of Two Hundred Seventeen Thousand Five Hundred Dollars ($217,500) will be due thirty (30) days after service of Notice of Entry of Order Granting Preliminary Approval. The second payment of Two

Hundred Seventeen Thousand Five Hundred Dollars ($217,500) will be due thirty (30) days after service of Notice of Entry of Order Granting Final Approval. These payments will be deposited in the claims administrator's qualified settlement fund ("QSF," i.e. interest-bearing trust account). Settlement Awards to the class and all other payments will be made within 30 days after Defendants make the second (and final) payment.

5. The Settlement Agreement was reached after extensive, good faith, arms-length negotiations, including mediation sessions with experienced mediator, David L. Perrault, Esq., of Judicate West. The initial mediation session took place on December 18, 2024 but the mediator continued working with the parties for several months to reach and finalize the agreement.

6. The settlement was based on substantive information which allowed us to adequately evaluate the strengths and weaknesses of the case. Tauzer produced class member documents—including payroll data, timecards and dates of employment pertaining to class members. Tauzer provided records for 37 workers or approximately 40% of the putative class. Our office also obtained information from class members to reasonably evaluate the alleged violations. We gathered documents and interviewed many class members concerning unpaid premiums for meal and rest periods and work-related expenses (cell phones). According to our estimates, the maximum potential recovery for the primary claims of meal and rest period violations is approximately $850,000 assuming the class was certified, and certification was maintained through trial and judgment, all defense challenges to potential liability were defeated, and Plaintiffs recovered one hundred percent on this claim. The proposed $435,000 settlement constitutes over 51% of this maximum amount for these primary claims. Unreimbursed business expenses total approximately $52,000. The estimated amount owed for the derivative claims of waiting time penalties ($283,500), inaccurate paystubs ($64,000), and PAGA penalties ($124,000) is approximately $471,500. The PAGA allocation of $10,000 proposed in this case is fair and reasonable, and in the best interests of the Class. PAGA provides employees with a private right of action against an employer in order to collect penalties on behalf of the state's Labor and Workforce Development Agency (LWDA). However, PAGA requires that 75% of any penalties collected under the statue be paid to the LWDA, and only 25% distributed to the aggrieved employees. Section 2699(i) provides that, with irrelevant exceptions, "civil penalties

recovered by aggrieved employees shall be distributed as follows: 75% to the Labor and Workforce Development Agency for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25% to the aggrieved employees."

7. Other issues that would have been litigated in connection with class certification include whether individual questions— such as whether putative class members were not provided with rest periods and the amount each individual class member was owed —predominated over common issues. While, again, Plaintiffs dispute these arguments, their existence demonstrates the risks and complexity of this case and must be considered in assessing the value of an early settlement. In addition to the risks inherent in the litigation, delay would not be in the interests of the class. An appeal would have led to further delay, meaning that the case could have lasted for another three or more years.

8. Under the proposed Settlement, the average payment to the Class will be over $2,660. The settlement payments to the Class members will provide them with substantial relief now, while avoiding the risks, uncertainties, and substantial delays in continued litigation, especially any appeals or bankruptcy proceedings.

9. The Named Plaintiffs assisted in the investigation of this case, gathered wage and other information, contacted other Settlement Class members to seek their participation in the case, and prepared for and participated in mediation. The Named Plaintiffs believe they have undertaken personal risks in serving as the driving force behind this lawsuit. They are aware work opportunities are scarce and the proceedings in this case are a matter of public record. They fear that they could be labeled as troublemakers for challenging their employers and they were willing to run this risk for the benefit of not only themselves, but their co-workers. Finally, they participated in a class action, despite the economic difficulties they and their families face, because they wanted to pursue relief for the entire class, not just themselves. I believe that the requested service award of $10,000 to Named Plaintiff Roberto Carlos Torres and $5,000 to Named Plaintiff Luis Gonzalez is fair and reasonable considering all the circumstances.

10. I believe that our firm has represented and will continue to represent the best interests of the class. We have engaged in thorough investigations of the facts and the applicable law. We have many years of experience in handling class actions, other complex litigation, and claims based on the same substantive law asserted in the action. We have committed and will continue to commit the resources necessary to provide the class with quality representation. We have represented thousands of other workers in lawsuits similar in size, scope, and complexity to the present case, and have been appointed as class counsel in every prior case where they have sought such appointment. Under the proposed Settlement Agreement, Plaintiffs' counsel will apply for an attorney's fee award of $145,000, or 33.3% of the total settlement fund. We have calculated our current lodestar fee of $434,880 at rates reflecting those currently earned in the marketplace. Thus, our lodestar exceeds our fee request by three times, reflecting a high negative multiplier. I was admitted to the California Bar in 2000 and my hourly rate is $775. I have spent 308.4 hours since April 2023 and expect to spend more hours in the future responding to class member questions through the distribution process. My co-counsel, Veronica Melendez, was admitted to the California Bar in 2013 and her hourly rate is $450. She has spent 392.6 hours in this litigation. Our paralegals have also devoted 153.6 hours to the case, primarily working with the class data and handling calls from class members. The hourly rate for our paralegals is $125. The motion for attorneys' fees will be set for hearing in conjunction with the Motion for Final Approval.

11. Counsel respectfully request to be compensated for the costs in an amount of $17,900. In support of our request for fees and costs, we will present a more comprehensive discussion of the applicable authorities supporting the requested costs.

12. The proposed class consists of a large number of low-wage immigrant workers, most of whom no longer work for Tauzer, and who are unlikely to have the means to finance an individual lawsuit. This also means that the great majority of the proposed Class does not have a great incentive to pursue individual litigation due to the relatively small amount owed to each of them. Their claims, while clearly important to the workers themselves, are too small to justify the cost for private counsel to file and prosecute a host of separate actions. Plaintiffs' counsel are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

13. In our opinion, the $435,000 offered by Defendants to settle this case is fair and reasonable. The settlement will provide significant cash payments to the class members, and provide them with substantial relief now, while avoiding the risks, uncertainties, and substantial delays in continued litigation. After all the costs and fees, the class members will share in the net settlement amount of $239,600 resulting in an average recovery of over $2,660 per person.

14. I graduated from Yale University in 1995 and from UCLA Law School in 1999. I have extensive knowledge of employment litigation throughout California in both federal and state courts. I began my legal career at Lieff, Cabraser, Heimann & Bernstein in San Francisco working primarily on civil rights and employment class actions. I have litigated dozens of wage and hour class actions involving overtime, meal periods, unreimbursed business expenses, and other California Labor Code violations, leading to favorable statewide class action and nationwide collective action settlements that have recouped millions of dollars in unpaid wages and penalties. Throughout my career, my practice has focused on labor and employment law, and I have primarily represented low-wage and immigrant workers. I am a member of the California Employment Lawyers Association (CELA) and a former chair of CELA's Immigrant Employment Rights Committee. I also have served on various non-profit organizations' boards and am a past president of La Raza Centro Legal in San Francisco. I am a frequent speaker on employment matters at state and nationwide conferences.

15. Ms. Melendez is the Directing Litigation Attorney at California Rural Legal Assistance Foundation (CRLAF). She was admitted to the California State Bar in 2013. In 2020, she joined CRLAF where she has served as co-counsel in class actions involving agricultural workers and oversees all aspects of the litigation in other wage and hour employment cases. Prior to joining CRLAF, she was employed as a trial attorney with the United States Department of Labor, Office of the Solicitor, prosecuting and litigating cases against growers and farm labor contractors employing from hundreds to thousands of agricultural workers in the Salinas Valley and Central Valley. Ms. Melendez earned her B.A. from the University of California Berkeley and J.D. from the University of California College of the Law, San Francisco (formerly UC Hastings). She is admitted to practice

before the United States Supreme Court, the United States Court of Appeals for the Ninth Circuit, and the Central and Eastern Districts of California.

16. Regarding the proposed *cy pres* recipients, UC Davis Bee Lab and Empower Yolo, Plaintiffs' Counsel have never been involved with them in any way, including their governance and work.

17. **SETTLEMENT ADMINISTRATOR**. The proposed settlement administrator is CPT Group, Inc. ("CPT," www.cptgroup.com), which has been assisting in class actions since 1984. We have used CPT many times over the last two decades. We believe that CPT's notice process and claims administration comply with the terms of the settlements and are thorough, timely, and accurate. We believe CPT is the best choice given the lower cost of administration as compared to other administrators we have used in the past and given the quality of CPT's work. Also, CPT did an excellent job handling the *Belaire-West* privacy notice in this case last year. Plaintiffs' counsel do not have any actual or potential conflict of interest with CPT.

18. We believe that the methods of notice and claims payment detailed in the proposed Settlement Agreement are the best practicable methods. They are based on our prior experience with class and collective action settlements and communications with CPT about the most effective methods. We believe the anticipated administration costs of $7,500 are reasonable.

19. For all these reasons, based on the experience we have had in prosecuting cases involving wage/hour law and class action litigation, and based on our investigation and assessment of this case, we believe this Settlement Agreement is fair and reasonable. We respectfully request that the Court grant preliminary approval.

20. **LWDA NOTICE.** Upon filing the documents in support of Plaintiffs' Motion for Preliminary Approval with this Court, my office will electronically file them with the LWDA for purposes of the PAGA. We will then file a Proof of Service.

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

Executed this April 25, 2025 in Oakland, California

By: Enrique Martinez
Enrique Martinez
Attorney for Plaintiffs and Putative Class

EXHIBIT 1

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class and PAGA Action Settlement Agreement ("Agreement") is made by and between Plaintiffs Roberto Carlos Torres and Luis Gonzalez ("Plaintiffs"), and Defendants Tauzer Apiaries, Inc., Trevor Tauzer, Claire Tauzer, and Mark Tauzer (collectively "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1 **"Action"** means the lawsuit alleging wage and hour violations against Defendants, captioned *Roberto Carlos Torres, et al. v. Tauzer Apiaries, Inc., et al.*, Superior Court of California, County of Yolo, Case No. CV2023-1329.

1.2 **"Administrator"** means CPT Group, Inc., the neutral entity appointed to administer the settlement administration process.

1.3 "**Administrative Expense 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" amount submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "**Agreement**" means this Class and PAGA Action Settlement Agreement, including the attached exhibits.

1.5 "**ALRB Charge**" refers to the unfair labor practices charge Plaintiff Roberto Carlos Torres filed with the California Agricultural Labor Relations Board ("ALRB") on or about August 9, 2025.

1.6 "**Class Counsel**" means the Law Offices of John E. Hill, Law Offices of Enrique Martinez, and California Rural Legal Assistance Foundation.

1.7 "**Class Counsel Fees Payment**" and **"Class Counsel Expenses Payment"** mean the amounts allocated to Class Counsel from the Gross Settlement Amount for reimbursement of reasonable attorneys' fees and expenses, incurred in this Action.

1.8 "**Class Data**" means a complete list that Tauzer will provide to the Administrator in a Microsoft Excel spreadsheet which shall include each Class Member's name, last-known mailing address, date of hire, date of termination (if any), the number of Pay Periods worked during the Class Period, and the number of Pay Periods worked during the PAGA Period. Tauzer will assign each Class Member an identification number (i.e. 1-90) in the spreadsheet.

1.9 **"Class Member"** means all persons employed as non-exempt beekeeper employees by Tauzer in California at any time during the period between June 26, 2019 to June 26, 2024.

1.10 "**Class Member Address Search**" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including the National Change of Address database.

1.11 "**Class Notice**" means the Court Approved Notice of Class Action Settlement and

Hearing date for final approval to be mailed to Class Members in English with a Spanish translation in the form attached as Exhibit A and incorporated by reference into this Agreement.

1.12 "**Class Period**" means June 26, 2019 to June 26, 2024.

1.13 **"Class Representatives"** mean Roberto Carlos Torres and Luis Gonzalez.

1.14 "**Class Representative Service Payments**" means the payments to each Class Representative for participating and providing services in support of the Action.

1.15 "**Complaint**" refers to the operative complaint in this Action, which is the Second Amended Complaint filed on February 1, 2024.

1.16 "**Court**" means the Superior Court of the State of California, County of Yolo.

1.17 "**Defendants**" means Tauzer Apiaries, Inc. ("Tauzer"), Trevor Tauzer, Claire Tauzer, and Mark Tauzer.

1.18 "**Defense Counsel**" means Cassandra M. Ferrannini and Downey Brand LLP.

1.19 "**Effective Date**" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Member objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 "**Exclusion List**" means the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion.

1.21 "**Final Approval**" means the Court's Order Granting Final Approval of the Settlement.

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

1.23 "**Final Judgment**" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.24 **"Gross Settlement Amount" or "GSA"** means Four Hundred Thirty-Five Thousand Dollars and Zero Cents ($435,000.00) which is the total amount Tauzer agrees to pay under the Settlement, except the employer's share of applicable payroll tax obligations that Tauzer shall pay separately. The GSA shall be used to pay the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and the Administrator's Expenses.

1.25 "**Implementation Schedule**" means a chart listing the dates and deadlines set forth within this Agreement to implement the Settlement. The Implementation Schedule is attached as Exhibit B and incorporated by reference into this Agreement.

1.26 "**Individual Class Payments**" means Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.

1.27 "**Individual PAGA Payments**" means PAGA Class Member's pro rata share of the 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

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

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

1.30 **"Net Settlement Amount"** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Penalties, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Expenses Payment, and the Administrator's Expenses. The remainder is to be paid to Participating Class Members as Individual Class Payments. Fifty percent (50%) of the Net Settlement Fund shall be allocated to the settlement of class claims for unpaid wages. The other fifty percent (50%) shall be allocated to the settlement of class claims for statutory penalties and interest.

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

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

1.33 "**PAGA Class Members**" means all persons employed as non-exempt beekeeper employees by Defendant Tauzer Apiaries, Inc. ("Tauzer") in California at any time during the PAGA Period, which is from May 10, 2022 to June 26, 2024.

1.34 "**PAGA Period**" means the period of time from May 10, 2022 to June 26, 2024.

1.35 "**PAGA Notice**" means Plaintiff Roberto Carlos Torres's May 10, 2023, letter to Defendants Tauzer, Trevor Tauzer, Claire Tauzer, and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.36 "**PAGA Penalties**" means the total amount of PAGA penalties to be paid ($10,000.00), allocated 25% ($2,500.00) to the Individual PAGA Payments and the 75% ($7,500.00) to the LWDA in settlement of PAGA claims.

1.37 "**Pay Periods**" means all pay periods during which a Class Member was employed by Tauzer and worked at least one shift.

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

1.39 "**Plaintiffs**" mean Roberto Carlos Torres and Luis Gonzalez, the named plaintiffs in this Action.

1.40 "**Preliminary Approval**" means the Court's Order Granting Preliminary

Approval of the Settlement.

1.41 "**Released Class Claims**" means the claims being released as described in Paragraph 5.2 below.

1.42 **"Released Parties"** means Defendants Tauzer Apiaries, Inc., Trevor Tauzer, Claire Tauzer, Mark Tauzer, and all of their present and former parent companies, subsidiaries, joint employers, related or affiliated companies, franchisors, franchisees, shareholders, officers, directors, employees, agents, insurers, successors, predecessors, beneficiaries, assigns, representatives, trustees, partners, independent contractors, members, owners, brokers, spouses, children, siblings, and relatives, or any of them.

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

1.44 "**Response Deadline**" means sixty (60) days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may submit to the Administrator a Request for Exclusion, written objection, or challenge to their credited pay periods. Class Members to whom the Class Notice is re-sent after having been returned undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response Deadline has expired.

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

1.46 "**Weekly Report**" refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis containing the information detailed in Paragraph 7.8.3 of this Agreement.

2. RECITALS

2.1 Plaintiffs Roberto Carlos Torres and Christopher J. Barrera commenced this Action on June 26, 2023 by filing a complaint alleging class action, wage and hour allegations against Defendants. The First Amended Complaint removed Mr. Barrera from the action, added Plaintiff Luis Gonzalez as a named class representative, and included additional causes of action. The operative complaint in this Action is the Second Amended Complaint, which was filed on February 1, 2024.

2.2 Defendants deny Plaintiffs' allegations, deny that they have any legal or equitable responsibility for any damages, penalties, and injuries claimed by Plaintiffs in the Action, and deny that they engaged in any wrongdoing whatsoever. Nothing herein should be construed as a finding or determination by an agency or Court that any of Defendants' policies or practices were unlawful.

2.3 No motion for class certification has yet been filed.

2.4 The Parties engaged in formal and informal discovery and made substantial efforts to resolve the case. On December 18, 2024, Defendants and Plaintiffs participated in a day-long, private mediation before an experienced mediator, David L. Perrault, Esq., of Judicate West, which resulted in this Agreement to settle the Action.

2.5 Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs are also aware of the burdens of proof necessary to establish liability and Defendants' defenses thereto. Plaintiffs have also taken into account the settlement negotiations conducted in the Action to date, the substantial documents and information Plaintiffs obtained through formal and informal discovery, including but not limited to Plaintiffs' personnel files, Plaintiffs' time and payroll records, Tauzer's wage and hour policies and practices, information related to the size of the class, as well as a statistically significant sampling of payroll and timekeeping records of approximately 40% of the employees during the Class Period. Based on the foregoing, Plaintiffs have determined that this Agreement is a fair, adequate, and reasonable settlement, and it is in the best interests of Class Members.

2.6 Defendants have concluded that any further defense of the Action would be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been spent and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted in the Action. Defendants have, therefore, agreed to settle in the manner and upon the terms set forth in this Agreement in order to achieve a full and final resolution of the Action and all released claims.

2.7 Class Size. Based on class information Defendants produced during discovery in this Action, it is estimated that there are 90 Class Members who collectively worked a total of 3495 Pay Periods.

3. MONETARY TERMS

3.1 Gross Settlement Amount. Defendants agree to pay a total amount of Four Hundred Thirty-Five Thousand ($435,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Class Members to submit any claim as a condition of payment.

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

3.2.1 To Plaintiffs. Class Representative Service Payments of $10,000 to Plaintiff Roberto Carlos Torres, and $5,000 to Plaintiff Luis Gonzalez (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members and PAGA Class Members). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. If the Court approves Class Representative Service Payments less than the amounts 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 employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel. A Class Counsel Fees Payment of One Hundred Forty-Five Thousand ($145,000.00), and a Class Counsel Expenses Payment of Seventeen Thousand Nine Hundred Dollars ($17,900). Defendants will not oppose requests for these payments. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Expenses Payment no later than five (5) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to the class pro rata. 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 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expense 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 Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator. An Administrative Expense Payment of Seven Thousand Five Hundred Dollars ($7,500). To the extent the Administrator's expenses are less or the Court approves payment less than $7,5,00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to the class pro rata.

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

(a) Tax Allocation of Individual Class Payments. Fifty percent (50%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and any other deductions required by state and local law, and will be reported on an IRS W-2 Form. The remaining fifty percent (50%) each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for expense reimbursement, interest, and penalties (the "Non-Wage Portion.") The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

(b) 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. Non-Participating Class Members will still be entitled to Individual PAGA Payments.

3.2.5 To the LWDA and PAGA Class Members. PAGA Penalties in the amount of Ten Thousand Dollars ($10,000.00) to be paid from the Gross Settlement Amount, with 75% ($7,500.00) allocated to the LWDA PAGA Payment, and 25% ($2,500.00) allocated to the Individual PAGA Payments.

(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Class Members' 25% share of PAGA Penalties by the total number of Pay Periods worked by all PAGA Class Members during the PAGA period and

(b) multiplying the result by each PAGA Class Member's Pay Periods worked.

(b) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

(c) The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.6 Remainder. Any portion of the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, Administrative Expenses, Individual PAGA Payments, and the LWDA PAGA Payment that is not approved by the Court shall revert back to the Net Settlement Fund.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Class Data. Not later than twenty-one (21) days after service of Notice of Entry of Order of Preliminary Approval, Defendants will deliver the Class Data to the Administrator. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Distribution Information. No later than ten (10) days after receiving the Class Data from Defendants' counsel, the Administrator shall provide Class Counsel and Defendants' Counsel with (i) the name and identification number of each Class Member who the Administrator has determined shall receive Individual Class and/or Individual PAGA Payments, (ii) the pay periods worked by the Class Member during the Class Period and/or the PAGA Period, (iii) the gross and net amount of the portion of his or her Individual Class Payment allocable to the settlement of claims for unpaid wages under this Agreement, (iv) the gross and net amount of that portion of his or her Individual Class Payments allocable to the settlement of claims for statutory penalties, and (vi) interest under this Agreement; and the amount of his or her Individual PAGA Payment.

4.3 Funding of Gross Settlement Amount. The Gross Settlement Amount of Four Hundred Thirty-Five Thousand ($435,000.00) shall be made in two (2) payments. The first payment of Two Hundred Seventeen Thousand Five Hundred Dollars ($217,500) (the "First Payment") will be due thirty (30) days after service of Notice of Entry of Order Granting Preliminary Approval. The second payment of Two Hundred Seventeen Thousand Five Hundred Dollars ($217,500) (the "Second Payment") will be due thirty (30) days after service of Notice of Entry of Order Granting Final Approval. Defendants shall remit to the Administrator the amounts necessary to fully pay Defendants' share of payroll taxes five (5) days from when the Administrator notifies Defendants about the estimated amount of payroll taxes. Both settlement payments and the payroll tax amounts shall be deposited in the Administrator's qualified settlement fund ("QSF"). In the event the Court does not grant Preliminary or Final Approval, for whatever reason, all payments made by Defendants shall revert back to Tauzer

within fifteen (15) days of the Court's decision with any interest accrued. In the event Defendants fail to make the settlement payments and pay their share of payroll taxes, Plaintiffs agree to give Defendants a five (5) day written notice of any default via email and fax, and Plaintiffs agree not to take other action to cause an order or judgment to be entered in connection with this lawsuit until after seven (7) days have elapsed from the date such notice has been sent to Defendants' attorneys Cassandra M. Ferrannini, or another partner of Downey Brand LLP. During this seven (7) day period, Defendants shall have the right to cure any default in their performance. If Plaintiffs must take action with the Court to enforce the settlement agreement, Defendants will pay Plaintiffs' attorneys fees and costs

4.4 Payments from the Gross Settlement Amount. Within thirty (30) days of Defendants' Second Payment to 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 Expenses Payment, and the Class Representative Service Payments. In addition, any tax refunds received relating to the un-cashed checks, along with any funds from checks that are not cashed within 180 days of the disbursement, will be distributed to the *cy pres* recipient included in Paragraph 4.5(c).

(a) The Administrator will issue checks for the Individual Class Payments and 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 (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 Class Notice was returned undelivered). The Administrator will also send checks for Individual PAGA Payments to all PAGA Class Members. If the recipient is both a Participating Class Member and PAGA Class Members, the Payments may be contained on one check. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

(c) For any Class Member whose Individual Class Payment checks or Individual PAGA Payment checks are uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the UC Davis Bee Lab and Empower Yolo (www.empoweryolo.org) in Woodland, California as the proposed *cy pres* beneficiaries, subject to Court approval. UC Davis Bee Lab and Empower Yolo shall each receive fifty percent (50%) of the funds. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or financial relationship with the proposed *cy pres* beneficiary.

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

(e) Defendants will be deemed to have paid a valid claim when the Administrator mails a check to Class Member, regardless of whether such Class Member subsequently negotiates the check.

5. RELEASE OF CLAIMS. As of the date Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, PAGA Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release

5.1.1 Scope of Plaintiffs' Release. In consideration of Defendants' promises and agreements as set forth herein, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and forever discharge Released Parties from any and all claims, causes of action, debts, liabilities, demands, obligations, guarantees or damages, in law or equity, tort or in contract, by statute, pursuant to case law, or otherwise, which have been or could have reasonably been asserted in the Action or in any other state or federal court, administrative tribunal, or in arbitration or similar proceeding, based upon or arising out of or related to the allegations in the Action. These claims include, but are not limited to, claims for: breach of contract, nonpayment or underpayment of minimum and overtime wages, failure to provide meal and rest periods, nonpayment or underpayment of the premium for meal and rest period violations, failure to timely pay wages, failure to pay all wages due at termination, failure to maintain accurate records, failure to provide accurate wage statements, violations of Labor Code sections 201, 202, 203, 210 , 226, 226.3, 226.7, 256, 510, 512, 558, 1197, 1197.1, and 2802, claims for unfair competition and unlawful business practices under California's Unfair Competition Law and Business and Professions Code Section 17200 et seq., related representative actions under the Private Attorneys' General Act ("PAGA"), and interest, penalties and remedies thereon, including claims under the Labor Code and IWC Wage Orders. Plaintiffs understand that they are providing Defendants with a full and complete release with respect to the Released Claims.

5.1.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. Plaintiffs acknowledge and agree that they have been informed by their attorneys and advisors of, and are familiar with and hereby expressly waive the provisions of Section 1542 of the California Civil Code, which reads:

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

Plaintiffs acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in additional to or different from those

which they now know or believe to be true, as to the matters released herein. Nevertheless, it is the express intention of the Parties, by entering into this Agreement, to fully, finally, and forever release all such matters, and claims related thereto, which now exist, or have therefore existed. In furtherance of such intention, the releases herein given shall be and remain in effect as a full and complete releases of such matters, notwithstanding the discovery or existence of any such additional or different claims or facts related thereto by Plaintiffs. In entering into this Agreement, the Parties do not rely upon any statement, representation, or promise of any other Party, except as otherwise expressly stated in this Agreement.

5.1.3 Plaintiff Torres's ALRB Charge. Upon execution of this Agreement, Plaintiff Roberto Carlos Torres immediately releases all claims, causes of action, obligations, liablities, and demands in law or equity pertaining to the confidentiality agreement or employment contract he signed while working at Tauzer. He shall withdraw his ALRB Charge within 10 days after the execution of this Agreement. He agrees that the withdrawal will be tantamount to a dismissal with prejudice. He further agrees to use best efforts and to execute any necessary paperwork to effect the withdrawal of the charge or to request the General Counsel the dismissal of the ALRB Complaint. In the event that the ALRB is unwilling to accept his request to withdraw or to dismiss the complaint, Torres agrees that he will not accept any benefit, monetary or otherwise, as a result of the ALRB proceeding.

5.2 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 generally, release the Released Parties from (i) all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Action or PAGA letter. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Non-Participating Class Members Who Are PAGA Class Members. All Non-Participating Class Members who are PAGA Class Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL

6.1 Preparing Motion for Preliminary Approval. Within twenty (20) days after the execution of this Agreement, Plaintiffs' counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" amount 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 Class Counsel attesting to its competency to represent the Class Members; the timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), operative complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi); and all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Filing Motion for Preliminary Approval: Class Counsel will expeditiously finalize and file the Motion for Preliminary Approval no later than 30 days after the execution of this Agreement, and obtain a prompt mutually convenient hearing date for the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator, and all related documents.

6.3 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 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any non-material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. Under no circumstances will Defendants pay more than $435,000.

7. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Administrator has agreed to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. Any and all amounts to be paid by Defendants for the funding of the Gross Settlement Amount under the terms of this Agreement shall be wire transferred to the QSF by the dates specified in Paragraph 4.4 of this Agreement. The Administrator shall be responsible for providing Defendants with the QSF account information necessary to effectuate any wire transfer of funds required by this Agreement.

7.4 Notice to Class Members. Notice of the Settlement shall be provided to Class Members, and Class Members shall submit any objections to the Settlement, using the following procedures:

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fifteen (15) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Services ("USPS") mail, the Class Notice with a Spanish translation, substantially in the form attached to this Agreement as Exhibit A, or as modified by the Court. The Class Notice shall include the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, the number of Pay Periods worked during the Class Period, and the number of Pay Periods worked during the PAGA Period (if applicable) used to calculate these amounts.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If 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.

7.4.4 The deadlines for Class Members' written objections, Challenges to Pay Periods Worked, and Requests for Exclusion will be extended an additional fifteen (15) days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defense Counsel, Class Counsel, or Defendants are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer 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 fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to opt-out of the Settlement must send the Administrator by email, fax, or mail a signed written Request for Exclusion no later than the Response Deadline (plus an additional fifteen (15) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and telephone number. To be valid, a Request for Exclusion must be postmarked by the Response Deadline. Class Members who opt-out will not participate in or be bound by the Settlement and the Judgment, except that a PAGA Class Member will still be paid their allocation of the PAGA Payment and will release their PAGA claims.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid

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

7.5.3 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 PAGA Class Members are deemed to release their PAGA claims and are eligible for an Individual PAGA Payment.

7.5.4 Defendants' Right to Withdraw: If the number of Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) or more of the total of all Class Members, Defendants may, at their election, 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. Defendants must notify Class Counsel and the Court of their election to withdraw no later than twenty (20) days after the Administrator sends the final Exclusion List to Defense Counsel and Class Counsel; late elections will have no effect.

7.6 Challenges to Calculation of Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Pay Periods worked that were credited to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator in writing via mail, email, or fax. 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 Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Pay Periods worked shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall provide copies of all challenges to calculation of Pay Periods worked and the Administration's determination of these challenges in its Weekly Report to Defense Counsel and Class Counsel.

7.7 Objection to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 15 days for

Class Members whose Class Notice was re-mailed).

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

7.8 Administrator's 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.

7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. Upon request of a Class Member, the Administrator will be authorized to provide the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Expenses Payment and Class Representative Service Payments, the Final Approval, and the Judgment.

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

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

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

7.8.5 Individual Class and PAGA Payment Checks: The Administrator shall initially determine the eligibility for, and the amounts of any Individual Class Payments and Individual PAGA Payments under the terms of this Agreement. Any checks reflecting such payments shall remain valid and negotiable for 180 days from the date of their issuance and may thereafter automatically be voided if not cashed by a Class Member within that time, at which time the Class Member's claim shall be deemed void and of no further force and effect. The funds from any checks issued that are voided pursuant to this paragraph shall be paid to the *cy pres* recipient within sixty (60) days of the expiration date of the checks.

7.8.6 Administrator's Declaration. Not later than fifteen (15) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator shall 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.

7.8.7 Final Report by the Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee name and identification number of all payments made under this Agreement.

8. Motion For Final Approval

8.1 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd.(1), Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Expense Payment, a Proposed Final Approval Order and Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than five (5) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Final Approval.

8.1.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

8.1.2 Duty to Cooperate. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to facilitate the administration of the settlement. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. If the Parties are unable to modify the settlement so as to gain the Court's approval, then the Class Action shall proceed with respect to the Parties as if there had been no settlement, and any monies deposited by Defendants into the QSF shall be returned to Defendants with any accrued interest.

8.1.3 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..

8.1.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of 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.

8.1.5 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 Plaintiffs and Class Members), this Agreement shall be null and void. The Parties may nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments, any payments to Class Counsel, or Administrative Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

8.1.6 Amended Judgment. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

9. ADDITIONAL PROVISIONS

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

9.2 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.

9.3 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

9.3.1 Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

9.4 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. In the event there is any conflict between this Agreement and the exhibits, the terms of this Settlement Agreement shall control.

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

9.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement this Settlement by, among other things, submitting supplemental evidence and arguments 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.

9.7 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to CCP section 583.330, the date to bring this Action to trial under CCP section 583.310 will be extended from the time this Agreement is fully executed until service of Notice of Entry of Order for Final Approval on the Parties.

9.8 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

9.10 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.

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

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

9.13 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.

9.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Class Counsel and Plaintiffs agree that they will not issue any press release, press statement, initiate media coverage, or respond to any media inquiries regarding the Lawsuit, Defendants or the Released Parties, or the settlement of this Lawsuit. Class Counsel agree that if they make any website or social media posting such posting will not identify Defendants by name but instead will refer to them simply as "Defendants."

9.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

9.16 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.

9.17 Calendar Days. Unless otherwise noted, all references 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.

9.18 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement shall 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 addresses as follows:

CLASS COUNSEL

John E. Hill, Esq.
LAW OFFICES OF JOHN HILL
333 Hegenberger Road, Ste. 500
Oakland, CA 94621

Enrique Martínez, Esq.
LAW OFFICES OF ENRIQUE MARTINEZ
360 Grand Avenue #141
Oakland, CA 94610
emartinez15@comcast.net

Veronica Melendez, Esq.
CALIFORNIA RURAL LEGAL ASSISTANCE FOUNDATION
2210 K Street #201
Sacramento, CA 95816
vmelendez@crlaf.org

DEFENSE COUNSEL

Cassandra Ferrannini, Esq.
DOWNEY BRAND LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
cferrannini@DowneyBrand.com

9.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts but all of the counterparts shall constitute one agreement. Signatures delivered via facsimile transmission or email shall have the same force and effect as originals of the signatures.

9.20 Entire Agreement. This Agreement constitutes the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

9.21 Implementation Schedule. The Parties agree that the dates established within this Agreement and also set forth in the Implementation Schedule attached as Exhibit B and incorporated by reference into this Agreement, shall govern implementation of this Settlement, and that these dates shall only be continued based on (i) the mutual consent of counsel for the Parties, or (ii) unavoidable delays due to the Court's schedule, and, then, only to the extent of those delays, or (iii) by order of the Court on its own motion or on the application or motion of any of the Parties.

9.22 Adequacy of the Agreement. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Agreement through good faith negotiations, taking into account all relevant factors, present and potential.

SIGNATURES FOLLOW THE NEXT PAGE

PLAINTIFFS

Date: 04/10/2025

Roberto Carlos Torres

Date: 04/10/2025

Luis González

DEFENDANTS

Date: _____

Tauzer Apiaries, Inc.

Date: _____

Trevor Tauzer

Date: _____

Claire Tauzer

Date: _____

Mark Tauzer

APPROVED AS TO FORM AND CONTENT

CLASS COUNSEL

Date: 04/11/2025

Enrique Martinez, Esq.
LAW OFFICES OF ENRIQUE MARTINEZ

Date: 4/11/2025

Veronica Melendez, Esq.
CALIFORNIA RURAL LEGAL ASSISTANCE FOUNDATION

DEFENSE COUNSEL

Date: _____

Cassandra Ferrannini, Esq.
DOWNEY BRAND LLP

PLAINTIFFS

Date: _____

Roberto Carlos Torres

Date: _____

Luis González

DEFENDANTS

Date: 4/15/25

Tauzer Apiaries, Inc.

Date: 4/15/25

Trevor Tauzer

Date: 4/15/25

Claire Tauzer

Date: 4/15/25

Mark Tauzer

APPROVED AS TO FORM AND CONTENT

CLASS COUNSEL

Date: _____

Enrique Martinez, Esq.
LAW OFFICES OF ENRIQUE MARTINEZ

Date: _____

Veronica Melendez, Esq.
CALIFORNIA RURAL LEGAL ASSISTANCE FOUNDATION

DEFENSE COUNSEL

Date: 4/16/2025

Cassandra Ferrannini, Esq.
DOWNEY BRAND LLP

EXHIBIT A

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS AND PAGA ACTION

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Roberto Carlos Torres, et al. v. Tauzer Apiaries, et al.
Yolo County Superior Court, Case No. CV2023-1329

If you worked as a non-exempt, beekeeper employee for Tauzer Apiaries, Inc. in California at any time from June 26, 2019 through June 26, 2024, a settlement of a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Roberto Carlos Torres, et al. v. Tauzer Apiaries, et al.*, Case No. CV2023-1329 (Yolo County Superior Court) (the "Lawsuit"). The purpose of this Notice of Class Action Settlement ("Notice") is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and proposed Settlement.

- The Court has preliminarily approved a class action settlement with Defendants Tauzer Apiaries, Inc. The proposed Settlement covers: All non-exempt beekeeper employees who worked for Tauzer in California at any time between June 26, 2019 through June 26, 2024.

- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you become part of the Class and will collect the settlement award(s) as detailed below. But you will not be able to bring your own lawsuit against Tauzer for wage and hour claims that relate to the claims brough in the lawsuit.
ASK TO BE EXCLUDED	If you ask to be excluded from the Settlement, you keep your right to sue Tauzer separately about the legal claims in this lawsuit, except as to the claim under the California Private Attorneys General Act ("PAGA"). If you choose this option, you must exclude yourself, in writing, from the Settlement. As a result, you may receive no payment at all. At most, you will receive a small payment for resolution of the PAGA claim if you are a member of the PAGA Group.
OBJECT TO THE SETTLEMENT	To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.** To object to the Settlement or to ask to be excluded, you must act before [**DATE**].
- **Any questions?** Read or contact the Settlement Administrator listed below at [**PHONE NUMBER**].

BASIC INFORMATION ABOUT THE LAWSUIT & SETTLEMENT

1. Why did I get this notice?

Tauzer's records show that you were employed at some time from June 26, 2019 to June 26, 2024 as a non-exempt beekeeper employee in California.

This notice is designed to inform you of how you can receive your share of the settlement, object to the settlement, or elect not to participate in the class action. Even if you object to the settlement, unless you submit a written election not to participate, the settlement, if finally approved by the Judge, will be binding upon you. Unless you submit a written election not to participate, you will be bound by the terms of the settlement.

2. What is this lawsuit about?

Roberto Carlos Torres and Luis Gonzalez (collectively, "Plaintiffs" or "Class Representatives"), former non-exempt employees of Tauzer who worked in California, filed a Second Amended Complaint against Tauzer, Trevor Tauzer, Claire Tauzer, and Mark Tauzer (collectively, "Defendants"). Plaintiffs alleged claims for unfair business practices, failure to permit and authorize meal and rest periods, failure to indemnify for work-related expenses, failure to timely pay wages due to former employees, failure to furnish accurate wage statements, and PAGA.

Tauzer denies the factual and legal allegations in the case. Tauzer does not believe that it violated any employment law or regulation. Tauzer denies any wrongdoing and asserts that its conduct at all times complied with the law. Tauzer further denies that it owes the monies claimed in the lawsuit. However, Tauzer has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

The settlement is a compromise reached after good faith, arms' length negotiations between Plaintiffs and Tauzer. Plaintiffs also believe that the Settlement is in the best interests of the Class.

3. What other claims are being resolved?

This class action also includes a "Private Attorney General Act" (PAGA) claim where Plaintiff Roberto Carlos Torres is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff or his

counsel in this lawsuit during the period of May 10, 2022 to June 26, 2024, and non-exempt beekeeper employees covered by the lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties. PAGA Class Members cannot opt out of releasing their PAGA claims.

4. Why is this lawsuit a class action?

For settlement purposes only, Plaintiffs and Tauzer agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiffs or the Class would prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

Defendant agreed to deposit the gross settlement amount ($435,000.00) into an account controlled by the Settlement Administrator. The Administrator will use the gross settlement amount to pay the following amounts: (1) monetary relief to class members; (2) attorneys' fees and reimbursement of litigation costs awarded by the Court to attorneys representing the Class; (3) class representative payments awarded by the Court to the named plaintiffs; (4) PAGA penalties; and (5) settlement administration expenses, including the costs of mailing this Notice and administering the settlement payments should the Settlement be effective, allocated as follows, and subject to final court approval:

1. The monetary relief for class members, or "Net Settlement Amount," has an estimated potential value of $239,600.00, less applicable taxes. Any amount not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion on a pro rata basis, according to the pay periods they worked during the Class Period (June 26, 2019 to June 26, 2024).

2. The following amounts will be paid to Class Counsel: $145,000.00 for attorney fees, and $17,900.00 for litigation costs.

3. Plaintiff Roberto Carlos Torres will be paid $10,000.00 for representing the class.

4. Plaintiff Luis Gonzalez will be paid $5,000.00 for representing the class.

5. $7,500.00 to CPT Group, Inc. for settlement administration costs.

6. $7,500.00 to the California Labor and Workforce Development Agency (LWDA) for its share of penalties under PAGA.

7. $2,500.00 to PAGA Class Members for their share of penalties under PAGA. This amount will be distributed to PAGA Class Members on a pro rata basis, according to the pay periods they worked during the PAGA Class Period (May 10, 2022 to June 26, 2024).

Your estimated settlement payment is listed in Section 7 of this Notice.

6. Am I part of this Class?

- The "Class" includes: All non-exempt beekeeper employees who worked for Tauzer in California at any time from June 26, 2019 to June 26, 2024.
- The "PAGA Class" includes: All non-exempt beekeeper employees who worked for Tauzer in California at any time from May 10, 2022 to June 26, 2024.

7. How much money will I get if I participate in the Settlement?

If you wish to remain in the Class, you will receive an Individual Class Payment. You may also receive an Individual PAGA Payment.

[CLASS MEMBER NUMBER][IDENTIFICATION NUMBER]

Two Parts	Pay Periods Worked	Your Estimated Share
Class Member	INSERT (During Class Period)	$INSERT (Individual Class Payment)
PAGA Class Member	INSERT (During PAGA Period)	$INSERT (Individual PAGA Payment)

Based on Tauzer's records, your approximate Individual Class Payment (less withholdings) and your Individual PAGA Payment are shown in the chart above, along with the pay periods you are credited with working during the Class Period (June 26, 2019 to June 26,2024) and PAGA Period (May 10, 2022 to June 26, 2024).

If no amount is stated for your Individual PAGA Payment, then according to Tauzer's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period and/or PAGA Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is incorrect by no later than [**DATE**]. You should also send any documents (i.e. pay stubs) or other information that supports your belief. The Administrator will accept Tauzer's calculation of pay periods based on Tauzer's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve pay period challenges based on your submission and on input from Class Counsel and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

Address Changes
If you address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

8. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released Tauzer from any and all claims alleged or that could have been alleged based upon the factual allegations in Plaintiffs' Operative Complaint. All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out.

Additionally, if you worked during the period of May 10, 2022 to June 26, 2024, you are a PAGA Class Member and you will also release all claims exhausted in Plaintiff Roberto Carlos Torres's notice sent to the LWDA and alleged in the Operative Complaint, which arose during the PAGA Period, regardless of whether you opt out of the Class Settlement.

9. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you may mail a written objection to the Settlement Administrator at the address in Section 12 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the identification number assigned to you in Section 7 of this Notice; (2) state the grounds for the objection; (3) be signed by You; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objections to the Settlement Administrator must be postmarked on or before [**DATE**]. You may appear in person at the Final Approval Hearing to present any oral objections even if you do not submit a timely written objection.

10. How do I exclude myself from the Settlement Class?

If you are a Class Member and would like to exclude yourself from the Class ("opt-out"), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 12 below. The statement must be signed by you or your authorized representative and must be postmarked on or before [**DATE**]. To be valid, your request for exclusion must: (1) state your full name, address, telephone number, and the identification number assigned to you in Section 7 of this Notice, (2) contain a clear statement that you are requesting to opt out of, or be excluded from the Settlement in *Roberto Carlos Torres, et al. v. Tauzer Apiaries, et al.*, and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement whatsoever and will not be bound by the Settlement. Class Members who fail to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt

out of releasing PAGA claims, as those claims belong to the State of California and Plaintiffs have agreed to release those claims by acting as a proxy for the State.

11. Who are the lawyers representing Plaintiffs?

The following lawyers are Class Counsel for the Settlement Class:

John E. Hill, Esq.
LAW OFFICES OF JOHN HILL
333 Hegenberger Road, Suite 500
Oakland, CA 94621

Enrique Martínez, Esq.
LAW OFFICES OF ENRIQUE MARTINEZ
360 Grand Avenue #141
Oakland, CA 94610
emartinez15@comcast.net

Veronica Melendez, Esq.
CALIFORNIA RURAL LEGAL ASSISTANCE FOUNDATION
2210 K Street #201
Sacramento, CA 95816
vmelendez@crlaf.org

12. Who is handling the settlement administration?

CPT Group Class Action Administrators
P.O. Box ____, Irvine, California, _____
Telephone: 800-_____-_____
Fax: _____
Email: _____

13. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing to decide whether to finally approve the Settlement. The hearing will be on _____, 2025, at ____ in Department X at the Superior Court of the State of California, County of Yolo, Civil Division, which is located at 1000 Main Street, Woodland, CA 95695.

At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court's decision will take. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. You do not need to attend the hearing to be a part of the settlement.

Check the Yolo County Superior Court's website for the most current information: https://www.yolo.courts.ca.gov/online-services.

14. Do I have to go to the hearing?

No, you do not have to go to the hearing. Class Counsel and Defense Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. The hearing may be moved to a different date and/or time, so if you plan to attend, please check the Yolo County Superior Court's website for the most current information: https://www.yolo.courts.ca.gov/https://www.yolo.courts.ca.gov/online-services .

15. When will I get my settlement payments?

The Court will hold a final approval hearing on **[DATE]**. If the Settlement is approved by the Court and there are no appeals, then the Individual Class Payment and/or Individual PAGA Payment will be sent to you approximately _____. However, if the Court approves the Settlement after the final approval hearing but there are appeals, resolving them could take some time, so please be patient. You will have 180 days to cash your check from the date of its issuance. Any unclaimed funds will be distributed equally to the UC Davis Bee Lab and Empower Yolo as *cy pres* recipients. If you have questions regarding when checks will be mailed, please contact the Settlement Administrator.

16. Where do I get more information?

This Class Notice provides only a summary of the most important terms of the Settlement. The complete terms of the proposed settlement are stated in the Settlement Agreement that has been preliminarily approved by and filed with the Court. The easiest way to access the Settlement Agreement and related documents is via the Yolo County Superior Court's website: https://www.yolo.courts.ca.gov/online-services. You may also contact the Settlement Administrator for any questions related to the settlement process.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR DEFENDANTS, WITH INQUIRIES.

EXHIBIT B

EXHIBIT B

Roberto Carlos Torres, et al. v. Tauzer Apiaries, Inc., et al.
Superior Court of the State of California, County of Yolo
Case No. CV2023-1329

IMPLEMENTATION SCHEDULE
(as set forth in the Settlement Agreement)

	EVENT	DATE/DEADLINE	REFERENCE
1.	Plaintiffs deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval	20 Days from execution of the Settlement Agreement	Settlement Agreement ¶ 6.1
2.	Plaintiffs file motion for preliminary approval	30 Days from execution of the Settlement Agreement	Settlement Agreement ¶ 6.2
3.	Service of Entry of Order Granting Preliminary Approval ("Service of Preliminary Approval")	[TBD]	
4.	Defendants provide Class Data to Administrator	21 Days from Service of Preliminary Approval Order	Settlement Agreement ¶ 4.1
5.	Admin sends Plaintiffs and Defendants' counsel distribution information for review	10 days after Admin receives class data	Settlement Agreement ¶¶ 4.2; 7.4.2
6.	Defendants make first payment of $217,500 to GSA	30 days from Service of Preliminary Approval Order	Settlement Agreement ¶ 4.3
7.	Admin sends Class Notice to Class Members	15 days after Admin receives class data	Settlement Agreement ¶ 7.4.1
8.	Opt-Out Deadline	60 Days from Date Notice is sent to Class Member	Settlement Agreement ¶¶ 1.44, 7.5
9.	Objection Deadline	60 Days from Date Notice is sent to Class Member	Settlement Agreement ¶¶ 1.44, 7.7

10.	Pay Periods Challenge Deadline	60 Days from Date Notice is Sent to Class Member	Settlement Agreement ¶¶ 1.44, 7.6
11.	Admin sends Final Exclusion List to Class Counsel and Defense Counsel	No later than five (5) days after expiration of the Response Deadline	Settlement Agreement ¶ 7.8.2
12.	Defendants' right to withdraw	No later than twenty (20) days after Admin sends Final Exclusion List to Defense Counsel	Settlement Agreement ¶ 7.5.4
13.	Administrator will prepare, and submit to Plaintiffs and Defendants' Counsel a signed declaration supporting Motion for Final Approval	At least fifteen (15) days before deadline for Motion for Final Approval	Settlement Agreement ¶ 7.8.6
14.	Plaintiffs to file Motion for Final Approval	At least 16 court days before hearing on Motion for Final Approval	Settlement Agreement ¶ 8.1
15.	Hearing on motion for Final Approval and attorneys' fees	[TBD]	Order ¶ __
16.	Service of Entry of Order Granting Final Approval (Service of Final Approval)	[TBD]	Order ¶ __
17.	Defendants make Second Payment of $217,500 to GSA	30 days after Service of Final Approval	Settlement Agreement ¶ 4.3

18.	Admin will issue check(s): (1) to the LWDA for PAGA payment; (2) to PAGA Class Members for Individual PAGA Payments; (3) to Plaintiffs Roberto Carlos Torres and Luis Gonzalez for class representative service payments; (4) to CPT Group, Inc. for administrative costs; (5) to Class Counsel for attorney's fees and costs; and (6) Individual Class Payments. (Individual Class Payment shall remain valid and negotiable for 180 days from the date of their issuance)	Within 30 days from Defendants' Second Payment to GSA	Settlement Agreement ¶ 4.4
19.	Unclaimed funds and any other remaining funds shall be paid to *cy pres* recipients	60 Days from the Date of Expiration of Settlement Award Checks	Settlement Agreement ¶ 7.8.5
20.	Admin provide Plaintiffs and Defendants' counsel with a final report detailing its disbursements.	Within fourteen (14) days after the Administrator disburses all funds in the GSA	Settlement Agreement ¶ 7.8.7