

1 **THE WAND LAW FIRM, P.C.**
Aubry Wand (SBN 281207)
2 100 Oceangate, Suite 1200
Long Beach, CA 90802
3 Telephone: (310) 590-4503
Email: awand@wandlawfirm.com

4 *Attorney for Plaintiff and the Putative Class*
5

6 **DOWNEY BRAND LLP**
Cassandra Ferrannini (SBN 204277)
7 Christopher Kolkey (SBN 300206)
621 Capitol Mall, 18th Floor
8 Sacramento, CA 95814
9 Telephone: (916) 444-1000

10 *Attorneys for Defendants*
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF STANISLAUS**

14
15 GUADALUPE LARIOS DE MANCILLA,
an individual, on behalf of herself and all
16 others similarly situated,

17 Plaintiff,

18 v.

19 NARAGHI FARMS, LLC, a California
limited liability company; WJN FARMS,
20 LLC, a California limited liability company;
and DOES 1 through 10, inclusive,

21 Defendants.
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CASE NO.: CV-23-003350

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

1 This Class Action Settlement and Release (“Settlement Agreement” or “Agreement”) is
2 entered into by and between Plaintiff Guadalupe Larios De Mancilla (“Plaintiff”) on the one hand,
3 and Defendants Naraghi Farms, LLC and WJN Farms, LLC (collectively, “Defendants”), on the
4 other hand.

5 In consideration of the mutual covenants, promises, and agreements set forth herein, the
6 Parties agree, subject to the approval by the Court, that the Action and the Released Claims shall be
7 settled and compromised as between Plaintiff and Defendants subject to the terms and conditions
8 set forth herein.

9 DEFINITIONS

10 1. “Action” means *Guadalupe Larios De Mancilla v. Naraghi Farms, LLC, et al.*, filed
11 in Stanislaus County Superior Court, Case No. CV-23-003350.

12 2. “Class” means all current and former non-exempt employees of Defendants who
13 worked for Defendants in California during the Class Period.

14 3. “Class Counsel” means Aubry Wand of the Wand Law Firm, P.C.

15 4. “Class Counsel Award” means (a) attorney fees for Class Counsel’s litigation and
16 resolution of the Action, and (b) Class Counsel’s reasonable expenses and costs incurred in
17 connection with the Action.

18 5. “Class Information” means the compilation of the following information for each
19 Class Member: full name; social security number; last known address; number of pay periods for
20 each Class Member during the Class Period and each PAGA Employee during the PAGA Period;
21 and whether the Class Member or PAGA Employee received a prior settlement payment from
22 Defendants, and if so, in what amount.

23 6. “Class Member(s)” means each person who is a member of the Class defined in
24 Paragraph 2 above and who is eligible to participate in this Settlement.

25 7. “Class Notice” means the notice, substantially in the form attached hereto as **Exhibit**
26 **1**, which the Settlement Administrator will mail to each Class Member, and which explains, *inter*
27 *alia*, the terms of this Settlement, each Class Member’s estimated Individual Settlement Payment,
28 the settlement process, and the right of Class Members to object to the Settlement, opt-out of the

1 Settlement, or dispute the number of Compensable Pay Periods attributed to them. The Class Notice
2 shall be provided in English and Spanish.

3 8. "Class Period" means the time period from June 16, 2019 through the Preliminary
4 Approval Date.

5 9. "Class Representative Service Award" means the amount that the Court authorizes
6 to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payments and Individual
7 PAGA Payments, in recognition of, *inter alia*, Plaintiff's efforts and risks in assisting with the
8 prosecution of the Action and in return for executing a general release with Defendants.

9 10. "Compensable Pay Period(s)" means the number of pay periods worked by each
10 Class Member individually and used as a value to calculate Individual Settlement Payments. The
11 number of Compensable Pay Periods for each Class Member will be calculated by the Defendants,
12 based on the Class Information provided by Defendants. The number of Compensable Pay Periods
13 for each Class Member will be determined by counting any pay period within the Class Period
14 during which a Class Member performed work (measured by whether the Class Member worked
15 one complete shift during that pay period). If a Class Member received a prior settlement payment
16 from Defendants, the Settlement Administrator will credit this prior payment to that Class Member,
17 such that the per pay period allocation of net settlement proceeds will be the same for all settlement
18 class members. This process shall be subject to review by the Settlement Administrator and/or the
19 Court as may be necessary and appropriate.

20 11. "Total Compensable Pay Periods" means the sum of the Compensable Pay Periods
21 for all Class Members determined by the process described in Paragraph 10 above.

22 12. "Court" means the Superior Court for the County of Stanislaus, State of California.

23 13. "Cy Pres Recipient" means the charitable organization that will receive any
24 settlement funds that are not negotiated by Settlement Class Members. The Parties have selected the
25 Center for Farmworker Families as the Cy Pres Recipient. The Parties represent that they do not
26 have an interest in the governance or work of the Center for Farmworker Families. Should a conflict
27 of interest or other issue lead to the disapproval of the Cy Pres Recipient, the Parties will meet and
28 confer as to a suitable replacement.

- 1 14. “Defendants means Naraghi Farms, LLC and WJN Farms, LLC.
- 2 15. “Defendants’ Counsel” means Cassandra Ferrannini and Christopher Kolkey of
- 3 Downey Brand LLP.
- 4 16. “Effective Date” means the date on which the Court’s Final Approval Order and
- 5 Judgment becomes final. The Court’s Final Approval Order and Judgment “becomes final” upon
- 6 the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is
- 7 withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b)
- 8 if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced
- 9 thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and
- 10 Judgment is entered by the Court; or (c) if there is an Objection to the Settlement, that is not
- 11 withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been
- 12 filed within sixty-five (65) calendar days following the date that the Final Approval Order and
- 13 Judgment is entered by the Court, then, when any such appeal, writ, or other appellate proceeding
- 14 opposing the validity of the Settlement has been resolved finally and conclusively with no right to
- 15 pursue further remedies or relief.
- 16 17. “Employer’s Share of Payroll Taxes” means the dollar amount of Defendants’
- 17 employer payroll tax obligation on the employee wage portion of the Individual Settlement
- 18 Payments, including but not limited to, customary withholdings for federal, state and local taxes,
- 19 and any similar tax or charge. Defendants shall be responsible for paying the Employer’s Share of
- 20 Payroll Taxes separately from, and in addition to, the Gross Settlement Amount, in the event that
- 21 any portion of the Gross Settlement Amount is designated as wages.
- 22 18. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
- 23 Approval of the Settlement. “Final Approval Order and Judgment” means an order and judgment
- 24 that the Court will enter which finally approves this Settlement and enters a judgment.
- 25 19. “Gross Settlement Amount” means the amount that Defendants are obligated to pay
- 26 under this Settlement Agreement, which is \$90,000.00. No portion of the Gross Settlement Amount
- 27 will revert to Defendants under any circumstances. Other than the Employer’s Share of Payroll
- 28

1 Taxes, the Gross Settlement Amount constitutes the total maximum amount that Defendants shall
2 pay to settle this Action.

3 20. "Individual Settlement Payment" means the amount payable from the Net Settlement
4 Amount to each Settlement Class Member, less employee portions of state and federal withholding
5 taxes, including FICA, FUTA and SDI contributions and any other applicable payroll deductions
6 required by law, only to the extent applicable, as a result of the payment of the amount allocated to
7 such Class Members.

8 21. "Individual PAGA Payment" means the amount payable to the PAGA Employees
9 from the \$2,500.00 allocated to them (i.e., 25% of \$10,000.00 allocated to penalties under the PAGA
10 included in this settlement in Paragraph 61(j) of this Agreement).

11 22. "LWDA" means the California Labor and Workforce Development Agency.

12 23. "Net Settlement Amount" means the Gross Settlement Amount, less the Class
13 Counsel Award, Class Representative Service Award, the payment to the LWDA and PAGA
14 Employees outlined in Paragraph 61(j) (i.e., \$10,000), and Settlement Administration Costs. If the
15 Court approves less than the amounts requested for the Class Counsel Award, Class Representative
16 Service Award, payment to the LWDA and PAGA Employees for PAGA penalties, or Settlement
17 Administration Costs, such amounts will return to the Net Settlement Amount.

18 24. "Objection" means a written communication submitted by a Class Member to the
19 Settlement Administrator that contains a clear statement by the Class Member that he or she is
20 objecting to any of the terms of the Settlement.

21 25. "Operative Complaint" means the First Amended Complaint on file in this Action.

22 26. "PAGA Employees" means all current and former non-exempt employees of
23 Defendants who worked for Defendants in California during the PAGA Period.

24 27. "PAGA Period" means any time between June 10, 2022 through the Preliminary
25 Approval Date.

26 28. "PAGA Pay Period(s)" means the number of pay periods worked by each PAGA
27 Employee individually during the PAGA Period and used as a value to calculate Individual PAGA
28 Payments. The number of PAGA Pay Periods for each PAGA Employee will be calculated by

1 Defendants. The number of PAGA Pay Periods for each PAGA Employee will be determined by
2 counting any pay period within the PAGA Period during which a PAGA Employee performed work
3 (measured by whether the employee worked one complete shift).

4 29. “Parties” means Plaintiff and Defendants collectively, and “Party” means either
5 Plaintiff or Defendants individually.

6 30. “Payment Ratio” means the respective Compensable Pay Periods for each Settlement
7 Class Member divided by the Total Compensable Pay Periods for all Settlement Class Members.

8 31. “PAGA Payment Ratio” means the respective PAGA Pay Periods for each PAGA
9 Employee divided by the total PAGA Pay Periods for all PAGA Employees.

10 32. “Plaintiff” means Guadalupe Larios De Mancilla.

11 33. “Preliminary Approval Date” means the date upon which the Court enters the
12 Preliminary Approval Order.

13 34. “Preliminary Approval Order” means the proposed order, substantially in the form
14 attached hereto as **Exhibit 2**, which grants preliminary approval of the Settlement.

15 35. “Request for Exclusion” means a letter or other written communication submitted by
16 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
17 that he or she is electing to be excluded from the Settlement.

18 36. “Released Parties” means Defendants and its predecessors, successors, subsidiaries,
19 parent companies, joint employers, other corporate affiliates, owners and assigns, and all of their
20 officers, directors, employees, agents, servants, registered representatives, insurers, successors and
21 assigns, and any other persons acting by, through, under or in concert with any of them.

22 37. “Released Claims by Plaintiff” means: In exchange for the consideration provided
23 under this Settlement, Plaintiff, for herself and for her heirs, representatives, attorneys, executors,
24 administrators, successors, and assigns, releases, acquits, remises, and forever discharges the
25 Released Parties, from any and all actions, causes of action, obligations, costs, expenses, damages,
26 losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys’ fees and costs),
27 of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured
28 or unmatured, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or

1 nonoccurrence from the beginning of time to the date of execution hereof, including but not limited
2 to any claims or causes of action arising out of or in any way relating to Plaintiff's relationship with
3 and/or services performed for Defendants and any claims which have been or could have been made
4 in the Action. This release of claims includes, but is not limited to, claims for breach of any implied
5 or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay,
6 including, but not limited to, overtime wages, meal and rest break premiums, bonuses, and
7 commissions; claims of wrongful denial of insurance and employee benefits; claims for wrongful
8 termination, retaliatory discharge or public policy violations of whatever kind or nature, defamation,
9 invasion of privacy, fraud, misrepresentation, emotional distress or other common law or tort
10 matters; claims of harassment, retaliation or discrimination based on any basis, including but not
11 limited to age, race, color, religion, sex, sexual orientation, national origin, ancestry, physical or
12 mental disability, medical condition, marital status; claims under the California Labor Code,
13 California Government Code, California Business and Professions Code, and California Health and
14 Safety Code; claims based upon the California Constitution; claims based on any federal, state or
15 other governmental statute, regulation or ordinance, including, without limitation, the California
16 Confidentiality of Medical Information Act, the California Fair Employment & Housing Act, the
17 California Unfair Business Practice Act, the California Private Attorneys General Act, I.W.C. Wage
18 Orders, the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights
19 Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Labor Management
20 Relations Act, the Family Medical Leave Act, the Age Discrimination in Employment Act (29
21 U.S.C. § 621, et seq.), and the Older Workers Benefit Protection Act, all as amended.

22 As to Released Claims by Plaintiff only, Plaintiff expressly waives all rights and benefits
23 under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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

27 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
28 and complete release and discharge of all of their Released Claims, Plaintiff expressly acknowledges

1 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
2 Plaintiff does not know or suspect to exist in their favor at the time of execution hereof, and that the
3 Settlement contemplates the extinguishment of all such Released Claims.

4 Notwithstanding this general release of claims, nothing in this Agreement is intended to
5 operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be
6 released or waived as a matter of law.

7 This general release applies to Plaintiff only. It does **not** apply to the Released Claims by
8 Settlement Class Members or PAGA Employees, which is set forth in Paragraphs 38 and 39 below.

9 38. “Released Class Claims by Settlement Class Members” means: in exchange for the
10 consideration provided under this Settlement, Settlement Class Members shall fully and finally
11 release and discharge Released Parties, from any and all claims, debts, liabilities, demands,
12 obligations, guarantees, costs, expenses, attorney fees, damages, action or causes of action, pleaded
13 or that could have been pleaded based on facts and claims asserted in the Operative Complaint. This
14 release shall apply to all claims arising at any point during the Class Period.

15 39. “Released PAGA Claims by PAGA Employees” means all claims for civil penalties
16 under the PAGA that Plaintiff, on behalf of herself, the State of California, and all PAGA
17 Employees, alleged or that could have been alleged in the Operative Complaint and that Plaintiff
18 and PAGA Employees are fully and irrevocably releasing the Released Parties from, in exchange
19 for the consideration provided by this Settlement. PAGA Employees will only release claims alleged
20 in, or that could have been alleged in the Operative Complaint. PAGA Employees will release the
21 PAGA Claims even if they, as a Class Member, request exclusion from the Class. This release shall
22 apply to PAGA claims arising at any point during the PAGA Period.

23 40. “Response Deadline” means sixty (60) calendar days after the postmark date of the
24 Class Notice that the Settlement Administrator shall mail to Class Members, and the last date on
25 which Class Members may: (a) fax, email or mail a Request for Exclusion; (b) fax, email or mail a
26 written Objection to the Settlement; or (c) dispute the number of Compensable Pay Periods
27 attributed to them.

41. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

42. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for notice and administration of this Settlement.

43. “Settlement Administrator” means Phoenix Settlement Administrators. The Settlement Administrator shall be responsible for, *inter alia*: (a) printing and mailing the Class Notice to the Class; (b) calculating the Individual Settlement Payments and appropriate withholdings based on the Class Information; (c) to the extent applicable, calculating the Employer’s Share of Payroll Taxes which Defendants shall pay in addition to the Gross Settlement Amount; (d) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members; (e) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (f) processing and mailing payments to Plaintiff, Class Counsel, the LWDA and PAGA Employees, and Settlement Class Members; and (g) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties agree that they have no financial interest or other relationship with Phoenix Settlement Administrators that could create a conflict of interest. Should a conflict of interest or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

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

RECITALS

45. The Action. On June 16, 2023, Plaintiff commenced this Action by filing a class action complaint in Stanislaus County Superior Court. On August 14, 2023, Plaintiff filed the First Amended Class Action Complaint (“FAC”), which is the Operative Complaint. On September 18, 2023, Defendants filed an Answer to the FAC.

46. Investigation and Discovery. The Parties conducted significant investigation of the facts and law during the prosecution of the Action and before this Settlement was reached. Such

1 discovery and investigation included, *inter alia*, the exchange of information and documents
2 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
3 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated
4 the law as applied to the facts of Plaintiff's claims and Defendants' potential defenses thereto.

5 47. Mediation and Settlement. On January 10, 2024, the Parties engaged in mediation
6 with Hon. Ronald M. Sabraw (Ret.). At the conclusion of the mediation, the Parties were unable to
7 reach a settlement, however, they agreed to continue settlement discussions. Thereafter, on or about
8 January 19, 2024, the Parties accepted a mediator's proposal from Judge Sabraw that set forth the
9 material terms for a proposed class action settlement, as now contained in this Agreement.

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

21 STIPULATION AND AGREEMENT

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

24 50. It is agreed by and among Plaintiff and Defendants that this Settlement shall bind
25 Plaintiff, Settlement Class Members, PAGA Employees, and Defendants, subject to the terms and
26 conditions hereof.

27 51. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel
28 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied

1 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
2 10, as amended) or otherwise.

3 52. Class Certification. Defendants stipulate to class certification pursuant to California
4 Code of Civil Procedure § 382 for purposes of settlement only. If the Court does not grant either
5 preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class
6 certification will be revoked, and the Parties will return to a point in litigation immediately prior to
7 the execution of this Agreement, and Defendants may assert all potentially applicable defenses in
8 connection with the Action (e.g., contest whether the Action should be maintained as a class action,
9 contest the merits of the claims being asserted in the Action, etc.).

10 53. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
11 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
12 have this matter presented to the Court for preliminary and final approval.

13 54. LWDA Notice. Plaintiff acknowledges and agrees that she will provide notice to the
14 LWDA of this Settlement in accordance with California Labor Code § 2699(1)(2).

15 55. Release of Claims by Plaintiff. Plaintiff releases the “Released Claims by Plaintiff”
16 as of the date that the Gross Settlement Amount is fully-funded by Defendants.

17 56. Release of Claims by Settlement Class Members. Settlement Class Members release
18 the “Released Claims by Settlement Class Members” as of the date that the Gross Settlement
19 Amount is fully-funded by Defendants.

20 57. Release of Claims by PAGA Employees. PAGA Employees release the “Released
21 PAGA Claims” as of the date that the Gross Settlement Amount is fully-funded by Defendants.

22 58. Settlement Administration. Within fourteen (14) calendar days after the Preliminary
23 Approval Date, Defendants shall provide the Settlement Administrator with the Class Information.
24 The Class Information shall not be disclosed to Plaintiff, Class Counsel or anyone else external to
25 the Settlement Administrator without the written consent of Defendants, except as to certain
26 information which may be necessary to enable Class Counsel to assist in resolution of, or otherwise
27 respond to, any workweek or pay period disputes or objection for Class Members that may arise.

1 59. Notice to the Class. Upon receipt of the Class Information, the Settlement
2 Administrator will perform a search based on the National Change of Address Database to update
3 and correct any known or identifiable address changes. Within fourteen (14) calendar days after
4 receiving the Class Information, the Settlement Administrator shall mail copies of the Class Notice
5 to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise
6 its best judgment to determine the current mailing address for each Class Member. The address
7 identified by the Settlement Administrator as the current mailing address shall be presumed to be
8 the best mailing address for each Class Member.

9 a. The Class Notice and Procedure Comports with Due Process. The Parties
10 agree that the notice procedures outlined in this Agreement provide the best and most practical
11 method of giving notice to the Class and fully comply with due process and all applicable laws and
12 rules.

13 b. Undeliverable Notices. Any Class Notice returned to the Settlement
14 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
15 forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is
16 provided, the Settlement Administrator shall promptly attempt to determine a correct address by use
17 of skip-tracing, or other search using the name, address, and/or Social Security number of the Class
18 Member involved, and shall then perform a re-mailing, if another mailing address is identified by
19 the Settlement Administrator. If the undeliverable notice is for a currently employed Class Member,
20 the Settlement Administrator shall contact Defendants, which will then make all reasonable efforts
21 to obtain the Class Member's current mailing address within seven (7) calendar days, and provide
22 it to the Settlement Administrator. Class Members who receive a re-mailed Notice of Class
23 Settlement shall have sixty (60) days after the postmark date of the re-mailed Notice of Class
24 Settlement to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c)
25 dispute the number of Compensable Pay Periods attributed to them.

26 c. Disputes Regarding Individual Settlement Payments. Class Members will
27 have the opportunity, should they disagree with Defendants' records regarding the dates of
28 employment stated in the Class Notice and/or the number of Compensable Pay Periods attributed to

1 them, to provide documentation and/or an explanation to show contrary information by the
2 Response Deadline. The dispute form must: (a) contain the full name, address, and telephone
3 number of the Class Member, and the last four digits of the Class Member's social security number
4 or full employee ID number; (b) contain the case name and case number; (c) a clear statement by
5 the Class Member that he or she is disputing the number of Compensable Pay Periods and the basis
6 for the dispute; (d) be signed by the Class Member; and (e) be postmarked or e-mailed by the
7 Response Deadline. The date of the postmark on the return mailing envelope on the dispute form,
8 or the date the e-mail is sent, shall be the exclusive means used to determine whether it has been
9 timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to
10 determine whether an adjustment is warranted. The Settlement Administrator shall then determine
11 the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
12 Agreement. In the absence of circumstances indicating fraud, manipulation or destruction,
13 Defendants' records shall be given a rebuttable presumption of accuracy.

14 d. Requests for Exclusion. Class Members who wish to exclude themselves
15 from the Settlement must mail to the Settlement Administrator a Request for Exclusion by the
16 Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and
17 telephone number of the Class Member, and the last four digits of the Class Member's social security
18 number; (b) contain the case name and case number; (c) a clear statement by the Class Member that
19 he or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and
20 (e) be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return
21 mailing envelope on the Request for Exclusion, or the date the e-mail is sent, shall be the exclusive
22 means used to determine whether it has been timely submitted. Any Class Member who requests to
23 be excluded from the Settlement Class shall not be entitled to any Individual Settlement Payment,
24 shall not release any of the Released Claims by Settlement Class Members, and shall not have any
25 right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely
26 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
27 Settlement and any Final Approval Order and Judgment entered in this Action.

1 e. Objections. Class Members who wish to object to the Settlement may do so
2 orally at the Final Approval Hearing without the need to submit a written Objection, or by mailing
3 to the Settlement Administrator a written Objection by the Response Deadline. The written
4 Objection must: (a) contain the full name, address, and telephone number of the Class Member, and
5 the last four digits of the Class Member's social security number; (b) contain the case name and
6 case number; (c) the dates of employment of the Class Member; (d) state whether the Class Member
7 intends to appear at the final approval hearing; (e) be signed by the Class Member; (f) state the basis
8 for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and
9 (g) be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return
10 mailing envelope on the written Objection, or the date the e-mail is sent, shall be the exclusive means
11 used to determine whether the written Objection has been timely submitted. Class Members who
12 fail to make Objections in the manner specified above shall be deemed to have waived any
13 objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to
14 the Settlement. Class Counsel shall not represent any Class Members with respect to any Objections.
15 The Settlement Administrator will provide the Parties with any written Objection within seven (7)
16 calendar days of its receipt of any Objection. Plaintiff will file any and all written Objections with
17 the Court in advance of the Final Approval Hearing.

18 60. Funding the Gross Settlement Amount. Within fourteen (14) calendar days of the
19 Effective Date, Defendants shall wire transfer the full Gross Settlement Amount, plus the
20 Employer's Share of Payroll Taxes (to the extent applicable), to the Settlement Administrator. The
21 Settlement Administrator shall notify the Parties in writing upon receipt of the settlement funds.

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

26 a. The Settlement Administrator shall calculate the Total Compensable Pay
27 Periods for all Settlement Class Members based on the Class Information. The respective
28 Compensable Pay Periods for each Settlement Class Member will be divided by the Total

1 Compensable Pay Periods for all Settlement Class Members, resulting in the Payment Ratio for each
2 Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied
3 by the Net Settlement Amount to determine his or her Individual Settlement Payment. If a Class
4 Member received a prior settlement payment from Defendants, then this prior payment will be
5 credited to that Class Member, such that the per pay period allocation of net settlement proceeds
6 will be the same for all settlement class members.

7 b. The Settlement Administrator shall calculate the total PAGA Pay Periods for
8 all PAGA Employees based on the Class Information. The respective PAGA Pay Periods for each
9 PAGA Employee will be divided by the total PAGA Pay Periods for all PAGA Employees, resulting
10 in the PAGA Payment Ratio for each PAGA Employee. Each PAGA Employee's PAGA Payment
11 Ratio will then be multiplied by \$2,500.00 to determine his or her Individual PAGA Payment.

12 c. Twenty Percent (20%) of the Individual Settlement Payment to Class
13 Members shall be classified as wages, and the remaining eighty percent (80%) shall be classified as
14 penalties and interest. One hundred percent (100%) of the Individual PAGA Payment shall represent
15 payment for penalties, and these payments will not be subject to withholding of local, state, and
16 federal taxes. If required, the Settlement Administrator shall issue all appropriate tax forms to each
17 Settlement Class Member in relation to these payments.

18 d. Un-Negotiated Settlement Checks. Individual Settlement Payment checks
19 shall remain negotiable for one hundred and twenty (120) calendar days from the postmark date of
20 issuance. If the Individual Settlement Payment check is not cashed, deposited, or otherwise
21 negotiated within the 120-day deadline, the check will be voided, and the funds associated with any
22 such voided checks shall be distributed to the Cy Pres Recipient. In compliance with California
23 Code of Civil Procedure § 384, after all amounts paid to Class Members have been made (i.e., the
24 time for Class Members to negotiate the checks has expired), the Settlement Administrator shall
25 provide a report, and if there are any remaining unclaimed funds (i.e., funds from checks not
26 negotiated by Class Members), the Final Approval Order and Judgment shall be amended to direct
27 said funds to be paid to the Cy Pres Recipient.

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

9 f. Settlement Awards Do Not Trigger Additional Benefits. All monies received
10 by Settlement Class Members shall be deemed to be income to such Settlement Class Members
11 solely in the year in which such awards actually are received by the Settlement Class Members. It
12 is expressly understood and agreed that the receipt of such Individual Settlement Payments will not
13 entitle any Settlement Class Member to additional compensation or benefits under any company
14 compensation or benefit plan or agreement in place during the period covered by the Settlement,
15 nor will it entitle any Settlement Class Member to any increased pension and/or retirement, or other
16 deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement
17 Payments provided for in this Agreement are the sole payments to be made by Defendants to the
18 Settlement Class Members in connection with this Settlement, and that the Settlement Class
19 Members are not entitled to any new or additional compensation or benefits as a result of having
20 received the Individual Settlement Payments (notwithstanding any contrary language or agreement
21 in any benefit or compensation plan document that might have been in effect during the period
22 covered by this Settlement).

23 g. Class Representative Service Award. Defendants agree not to oppose or
24 object to a Class Representative Service Award in the amount of up to \$6,000.00, subject to Court
25 approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff in
26 connection with the Class Representative Service Award payment. Plaintiff shall be solely and
27 legally responsible to pay any and all applicable taxes on the Class Representative Service Award
28 and shall hold harmless Defendants and Class Counsel from any claim or liability for taxes,

1 penalties, or interest arising as a result of the Class Representative Service Award payment. The
2 Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement
3 Payment and Individual PAGA Payment. This Settlement is not contingent upon the Court awarding
4 Plaintiff a Class Representative Service Award in any amount. Any amounts requested by Plaintiff
5 for the Class Representative Service Award that is not granted by the Court shall return to the Net
6 Settlement Amount and be distributed to Settlement Class Members as provided in this Agreement.

7 h. Class Counsel Award. Defendants agree not to oppose or object to any
8 application or motion by Class Counsel for attorney fees not to exceed thirty-five percent (35%)
9 from the Gross Settlement Amount, or \$31,500.00. Defendants further agree not to oppose any
10 application or motion by Class Counsel for the reimbursement of any costs or expenses associated
11 with Class Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed
12 \$20,000.00. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
13 payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form
14 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement
15 is not contingent upon the Court awarding Class Counsel any particular amount in attorney fees and
16 costs. Any amount requested by Class Counsel for the Class Counsel Award that is not granted by
17 the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members
18 as provided in this Agreement.

19 i. Settlement Administration Costs. The Settlement Administrator shall be paid
20 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
21 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
22 \$5,850.00. Any amount requested by Class Counsel for the Settlement Administration Costs that is
23 not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
24 Class Members as provided in this Agreement.

25 j. Payment to the LWDA. \$10,000.00 from the Gross Settlement Amount shall
26 be allocated to penalties under the Private Attorneys General Act of 2004. Seventy-five percent
27 (75%) of that amount, or \$7,500.00, will be paid to the LWDA and twenty-five percent (25%) of
28

1 that amount, or \$2,500.00, will be paid to the PAGA Employees. This payment is made pursuant to
2 California Labor Code § 2699(i).

3 62. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
4 Class Members, Individual PAGA Payments to PAGA Employees, the Class Representative Service
5 Awards the Class Counsel Award, Settlement Administration Costs, and payment to the LWDA,
6 shall all be distributed by the Settlement Administrator within seven (7) calendar days of receipt by
7 the Settlement Administrator of the Gross Settlement Amount from Defendants. No person shall
8 have any claim against Defendants, Defendants' Counsel, Plaintiff, Settlement Class Members,
9 PAGA Employees, Class Counsel, or the Settlement Administrator based on distributions and
10 payments made in accordance with this Agreement.

11 63. Number of Pay Periods. For purposes of mediation, Defendants represented that
12 there are 62 Class Members who worked approximately 2,605 pay periods up to December 31, 2023
13 (the approximate time of the mediation.). This is a material representation. If the total number of
14 pay periods at the time of preliminary approval exceeds 10% of 2,605 (ie: 2,865 pay periods) then
15 the Parties stipulate that the Class Period shall end on December 31, 2023, notwithstanding the
16 definition of the Class Period in Paragraph 8 of this Agreement.

17 64. Final Settlement Approval. Upon expiration of the Response Deadline, a Final
18 Approval Hearing shall be conducted by the Court, and if the Settlement is finally approved, whether
19 to enter the Final Approval Order and Judgment.

20 65. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
21 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the
22 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein;
23 or (d) the Settlement does not become final for any other reason, this Settlement Agreement shall
24 be null and void and any order or judgment entered by the Court in furtherance of this Settlement
25 shall be treated as void from the beginning. In such cases, the Parties and any funds to be awarded
26 under this Settlement shall be returned to their respective statuses as of the date and time
27 immediately prior to the execution of this Agreement and the Parties shall proceed in all respects as
28 if this Agreement had not been executed, except that any fees already incurred by the Settlement

1 Administrator shall be paid by Defendants. In the event an appeal is filed from the Court's Final
2 Approval Order and Judgment, or any other appellate review is sought, administration of the
3 Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any
4 fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal
5 from the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid
6 to the Settlement Administrator by the party or person that filed the appeal, within thirty (30)
7 calendar days of said notification.

8 66. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
9 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
10 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
11 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

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

26 68. Exhibits and Headings. The terms of this Settlement Agreement include the terms
27 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
28 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive

1 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
2 only and do not constitute a part of this Agreement.

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

6 70. Amendment or Modification. This Agreement may be amended or modified only by
7 a written instrument signed by counsel of record for all Parties, subject to the approval of the Court.

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

13 72. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
14 and represent they are expressly authorized by the Parties whom they represent to negotiate this
15 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
16 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
17 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
18 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
19 unable to reach agreement on the form or content of any document needed to implement the
20 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
21 of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
22 disagreement. The persons signing this Agreement on behalf of Defendants represent and warrant
23 that they are authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and
24 warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or
25 part of a claim, covered by this Settlement to a third-party.

26 73. Use and Return of Class Data. Information provided to Class Counsel pursuant to
27 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
28 by Defendants in connection with the mediation, other settlement negotiations, or in connection

1 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
2 may not be used in any way that violates any existing contractual agreement, statute, or rule of
3 court. Not later than 90 days after the date when the Court discharges the Administrator's
4 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff
5 shall destroy, all paper and electronic versions of Class Data received from Defendants unless,
6 prior to the Court's discharge of the Administrator's obligation, Defendants makes a written
7 request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

12 76. Counterparts and Signatures. This Settlement Agreement may be executed in one or
13 more counterparts. All executed counterparts and each of them shall be deemed to be one and the
14 same instrument. The Parties agree that a facsimile, PDF, or electronic signatures shall be deemed
15 to be as valid and enforceable as original ink signatures. The Parties further agree that they may use
16 DocuSign, an electronic signature technology, to expedite the execution of this Agreement, pursuant
17 to California Civil Code § 1633.7.

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

22 78. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure § 664.6,
23 the Court shall retain jurisdiction with respect to the interpretation, implementation, and
24 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
25 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
26 for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
27 Agreement and all orders and judgments entered in connection therewith. All terms of this
28 Settlement Agreement are subject to approval by the Court.

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

5
6 Dated: 3-15-24

By: Ma. Guadalupe Larios de Mancilla
Plaintiff Guadalupe Larios De Mancilla

7
8
9 Dated: 3-21-24

By: 
Defendant Naraghi Farms, LLC

11 Name: Wendell Naraghi

12
13 Title: President

14
15
16 Dated: 3-21-24

By: 
Defendant WJN Farms, LLC

18 Name: Wendell Naraghi

19 President
20 Title:

21
22 **APPROVED AS TO FORM ONLY:**

23
24 **THE WAND LAW FIRM, P.C.**

25 Dated: 3/19/2024

By: 
Aubry Wand

27 *Counsel for Plaintiff and the Putative Class*

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DOWNEY BRAND LLP

Dated: 3-22-24

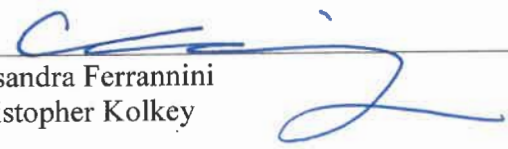
By: 
Cassandra Ferrannini
Christopher Kolkey
Counsel for Defendants

Exhibit 1

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Mancilla v. Naraghi Farms, LLC, et al.*, California Superior Court, County of Stanislaus, Case No. CV-23-003350 (the “Action”).

Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Naraghi Farms, LLC and WJN Farms, LLC (collectively, “Defendants”), for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you ask to be excluded from the Settlement, you keep your right to sue Defendants 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 very small payment for resolution of the PAGA claim if you are a PAGA Employee.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t 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. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All current and former non-exempt employees of Defendants who worked for Defendants in California from June 16, 2019 to _____.

According to Defendants’ records, you are a member of the Class (a “Class Member”).

Insert if appropriate: Also, according to Defendants’ records, you performed work for Defendants in California from June 10, 2022 to _____, and are therefore a PAGA Employee as well.

What is this case about?

In the Action, Plaintiff Guadalupe Larios De Mancilla (“Plaintiff”) a former non-exempt employee of Defendant who worked in California filed a First Amended Complaint (“Operative Complaint”) alleging the following claims against Defendants: (1) failure to prove meal periods; (2) failure to provide rest breaks; (3) failure to provide recovery periods; (4) failure to overtime wages; (5) failure to pay minimum

wages; (6) failure to pay timely wages; (7) failure to pay all wages owed due to discharged and quitting employees; (8) failure to maintain required records; (9) failure to furnish accurate itemized wage statements; (10) unfair and unlawful business practices; and (11) a claim under the Private Attorneys' General Act ("PAGA").

Defendants deny any and all wrongdoing, and they maintain that they complied with all laws alleged to have been violated in the Operative Complaint. Defendants do not believe that they violated any law and deny that they owe any money at all whatsoever. However, Defendants voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendants (the "Parties"). Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

This case also includes a "Private Attorney General Act" (PAGA) claim where Plaintiff 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 her counsel in the Lawsuit during the period of June 10, 2022 through [DATE OF PRELIMINARY APPROVAL] and non-exempt employees covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

Who are the attorneys in this Lawsuit?

Class Counsel

THE WAND LAW FIRM, P.C.

Aubry Wand
100 Oceangate, Suite 1200
Long Beach, CA 90802
Telephone: (310) 590-4503

The Court has preliminarily decided that the above law firm is qualified to represent the Class.

What will I receive under the Settlement?

Subject to final Court approval, Defendants will pay \$90,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney fees, reasonable costs incurred by Plaintiff's counsel, a service award to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and Employees for PAGA penalties, and class notice and settlement administration costs from the Gross Settlement Amount, there will be a Net Settlement Amount of at least \$16,650.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member"). The Net Settlement Amount shall be divided among all Settlement Class Members on a pro-rata basis, based on the ratio of the number of Compensable Pay Periods worked by each Settlement Class Member to the total number of Pay Periods worked by all Settlement Class Members. The number of Compensable Pay Periods will be calculated based on Defendants' records. If a Class Member received a prior settlement payment from Defendants, then this prior payment will be credited to that Class Member, such that the per pay period allocation of net settlement proceeds will be the same for all settlement class members.

According to Defendants' records, during the period of June 16, 2019 to [REDACTED], you worked [REDACTED] Compensable Pay Periods in California as a non-exempt employee, and therefore, your settlement payment as a Class Member is estimated to be \$[REDACTED].

Insert if appropriate: According to Defendants' records, during the period of June 10, 2022, to _____, you worked _____ Compensable Pay Periods in California as a non-exempt employee, and therefore, your PAGA payment is estimated to be \$ _____.

Your settlement payment is only an estimate. Your actual settlement payment may be higher or lower than estimated.

If you wish to dispute the number of Compensable Pay Periods credited to you, you must submit a written dispute to the Settlement Administrator at _____ by mail, postmarked no later than [Response Deadline], or by e-mail to _____. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Pay Periods and the basis for your dispute; and (4) and be signed by you. You may also wish to attach any documentation in support of your dispute.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 120 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by Settlement Class Members will be paid to the Center for Farmworker Families.

Your Individual Settlement Payment as a Class Member will be allocated as 80% wages and 20% interest and penalties. Your PAGA payment as PAGA Employee will be allocated as 100% for penalties. None of the Parties or attorneys make any representations concerning the tax implications of these payments. Class Members and PAGA Employees may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorney fees up to \$31,500 (35% of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$20,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payment of up to \$6,000 to Plaintiff for her efforts in representing the Class. The cost of administering the Settlement will not exceed \$5,850. A payment in the amount of \$7,500 will be made to the LWDA for its share of PAGA penalties, while \$2,500 will be paid to PAGA Employees. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed in accordance with the Settlement.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully-funded by Defendants, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, pleaded or that could have been pleaded based on facts and claims asserted in the Operative Complaint. This release shall apply to all claims arising at any point during the Class Period.

In addition, PAGA Employees will release all claims for civil penalties under the PAGA that Plaintiff, on behalf of herself, the State of California, and all PAGA Employees, alleged or that could have been alleged in the Operative Complaint. PAGA Employees shall release the PAGA Claims even if they, as a Class Member, request exclusion from the class. This release shall apply to PAGA claims arising at any point during the PAGA Period.

Released Parties are Defendants and its predecessors, successors, subsidiaries, parent companies, other corporate affiliates, owners and assigns, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

The Effective Date is the date on which the Court's Final Approval Order and Judgment becomes final. The Court's Final Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do ***not*** need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at _____ or e-mail a Request for Exclusion to _____. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before _____. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will ***not*** be entitled to any payment as a Class Member from the Net Settlement Amount but you will preserve all of the legal claims asserted in this Action against Defendants. If you are a PAGA Employee, you will still receive a PAGA payment and be subject to the PAGA release outlined above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection. If you wish to object in writing, you must mail to the Settlement Administrator at _____, a written statement of objection, or e-mail the written objection to _____. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) the dates of your employment with Defendants; (4) state whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before _____. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] in Department 23 of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, CA 95354. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Stanislaus County Superior Court, located at Stanislaus County Superior Court, located at 801 10th Street, Modesto, CA 95354.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

Exhibit 2

1 **THE WAND LAW FIRM, P.C.**
Aubry Wand (SBN 281207)
2 100 Oceangate, Suite 1200
Long Beach, CA 90802
3 Telephone: (310) 590-4503
Email: awand@wandlawfirm.com
4

5 *Counsel for Plaintiff and the Putative Class*

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **COUNTY OF STANISLAUS**
8

9 GUADALUPE LARIOS DE MANCILLA, an
individual, on behalf of herself and all others
10 similarly situated,

11 Plaintiff,

12 v.

13 NARAGHI FARMS, LLC, a California limited
liability company; WJN FARMS, LLC, a
14 California limited liability company; and DOES
1 through 10, inclusive,

15 Defendant.
16

Case No.: CV-23-003350

[Hon. John D. Freeland]

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Date: ---
Time: ---
Dept.: 23

Action Filed: June 16, 2023
Trial Date: None Set

1 **[PROPOSED] PRELIMINARY APPROVAL ORDER**

2 The Court now has before it Plaintiff Guadalupe Larios de Mancilla's ("Plaintiff") unopposed
3 Motion for Preliminary Approval of Class Action Settlement ("Motion"). After reviewing the Motion, the
4 Class Action Settlement Agreement and Release ("Settlement Agreement")¹ and exhibits attached
5 thereto, and good cause appearing therefore, the Court hereby finds and orders as follows:

6 1. It appears to the Court on a preliminary basis that (a) the Settlement is fair, adequate and
7 reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair, adequate and
8 reasonable when balanced against the probable outcome of further litigation relating to liability and
9 damages issues; (c) sufficient investigation and research have been conducted such that counsel for the
10 Parties at this time are able to reasonably evaluate their respective positions; (d) settlement at this time
11 will avoid additional costs by all Parties, as well as avoid the delay and risks that would be presented by
12 the further prosecution of the Action; and (e) the Settlement has been reached as the result of non-
13 collusive, arms-length negotiations. The Settlement therefore meets the requirement for preliminary
14 approval.

15 2. The Court finds, for settlement purposes, that the Class meets the requirements for
16 certification under California Code of Civil Procedure § 382 in that: (a) the Class is so numerous that
17 joinder is impractical; (b) there are questions of law and fact that are common, or of general interest, to
18 the Class, which predominate over any individual issues; (c) Plaintiff's claims are typical of the claims of
19 the Class; (d) Plaintiff and her counsel will fairly and adequately protect the interests of the Class; and (e)
20 a class action is superior to other available methods for the fair and efficient adjudication of the
21 controversy.
22

23 3. Accordingly, the Court conditionally certifies for settlement purposes only the following
24 Class:

25 All current and former non-exempt employees of Defendants Naraghi Farms, LLC and WJN
26 Farms, LLC (collectively, "Defendants") who worked for Defendants in California at any time
from June 16, 2019 through [DATE OF PRELIMINARY APPROVAL].

27 _____
28 ¹ All capitalized terms have the same meaning as defined in the Settlement Agreement unless otherwise
indicated.

1 4. Should, for whatever reason, the Settlement not become final, the fact that the Parties were
2 willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on, nor be
3 admissible in connection with, the issue of whether a class should be certified in a non-settlement
4 context.

5 5. The Court appoints, for settlement purposes, Plaintiff Guadalupe Larios de Mancilla as
6 Representative for the Class.

7 6. The Court appoints, for settlement purposes, Aubry Wand of the Wand Law Firm, P.C., as
8 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class Members with respect to
9 all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts
10 reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance either
11 personally or through counsel of such individual's own choosing and at such individual's own expense.
12 Any Class Member who does not enter an appearance or appear on his or her own will be represented by
13 Class Counsel.

14 7. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator
15 and hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the Class
16 Notice using the procedures set forth in the Settlement Agreement. Class Members who wish to
17 participate in the settlement provided for by the Settlement Agreement do not need to respond to the
18 Class Notice.

19 8. The Court hereby preliminarily approves the definition and disposition of the Gross
20 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
21 subject to modification at final approval.

22 9. The Court approves, as to form and content, the Class Notice (attached as Exhibit 1 to the
23 Settlement Agreement). All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
24 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses as
25 provided in the Settlement, and all other reasonable costs of the Settlement Administrator up to \$5,850 as
26 provided in the Settlement.

27 10. Any Class Member may choose to opt-out of and be excluded from the Class as provided
28 in Section 59(d) of the Settlement and as summarized in the Class Notice. Any such person who chooses

1 to opt-out of and be excluded from the Class will not be entitled to any recovery under the Settlement and
2 will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class
3 Members who have not requested exclusion/opted-out shall be bound by all determinations of the Court,
4 the Settlement, and the Final Judgment.

5 11. The Court finds that the method of giving notice to the Class constitutes the best means
6 practicable of providing notice under the circumstances. The Court further finds that the Class Notice and
7 the method of giving notice to the Class meet the requirements of California Code of Civil Procedure §
8 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the California and United
9 States Constitutions, and other applicable law.

10 12. A Final Fairness and Approval Hearing shall be held before this Court on [DATE;;
11 TIME;] in Department 23 of the Superior Court for the State of California, County of Stanislaus, located
12 at 801 10th Street, Modesto, California 95354. The Final Fairness and Approval Hearing will determine
13 all necessary matters concerning the Settlement, including: Whether the proposed Settlement of the
14 Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and
15 should be finally approved by the Court; whether a Final Judgment, as provided in the Settlement, should
16 be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair,
17 adequate, and reasonable to the Class Members; and to finally approve the Individual Settlement
18 Payments, the Class Counsel Award, the Class Representative Service Award, the PAGA Award, and
19 the Settlement Administration Costs. All papers in support of final approval and related awards for fees,
20 costs, and Plaintiff's incentive award must be filed and served at least 16 court days before the Final
21 Approval Hearing. Any Participating Class Member who wishes to object to the Settlement must do so
22 by following the instructions for submitting written objections that are set forth in Section 59(e) of the
23 Settlement Agreement and as summarized in the Class Notice, and may appear at the Final Fairness and
24 Approval Hearing. The Court shall retain final authority with respect to the consideration and
25 admissibility of any objections. Any Participating Class Member who objects to the Settlement shall be
26 bound by the order of the Court. Any Participating Class Member who does not make their objection in
27 the manner provided for in this Order shall be deemed to have waived such objection and shall forever be
28 foreclosed from making any objection to the Settlement.

1 13. The Settlement is not a concession or admission, and shall not be used against the
2 Released Parties, as an admission or indication with respect to any claim of any fault or omission by the
3 Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any
4 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
5 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to
6 be evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
7 wrongdoing, omission, concession or damage in the Action, or in any other action or proceeding, except
8 for purposes of enforcing the Settlement once it receives final approval.

9 14. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of the
10 Class Members for all matters relating to this Action, Judgement, and this Settlement, including (without
11 limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of
12 this Settlement and this Order. The Court reserves the right to adjourn or continue the date of any hearing
13 and all dates provided for in the Settlement without further notice to Class Members, and retains
14 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

15 15. To the extent permitted by law, pending a final determination as to whether the settlement
16 contained in the Settlement should be approved, the Class Members whether directly, representatively, or
17 in any other capacity, and whether or not such persons have appeared in the Action, shall not institute or
18 prosecute any claim released in the Settlement against Released Parties.

19 16. In the event the Settlement does not become effective in accordance with the terms of the
20 Settlement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
21 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
22 shall revert to their respective positions before entering into the Settlement. If the Settlement is finally
23 approved, the Court shall enter a Final Judgment approving the Settlement, which shall be binding on all
24 Parties to the Settlement, including all Class Members.

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1 17. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings
2 necessary to implement the Settlement and this Order, are stayed.

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4 **IT IS SO ORDERED.**

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6 DATED: _____

7 Honorable John D. Freeland
8 Judge of the Superior Court
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