

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299809)
jyoung@mahoney-law.net
Raleigh Dixon (SBN: 340483)
rdixon@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Attorneys for Plaintiff PERLA VELASCO, as an individual and on behalf of similarly situated employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

PERLA VELASCO, as an individual and on
behalf of all similarly situated employees,

Plaintiff,

v.

GARTON TRACTOR, INC., WILLIAM
GARTON; and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-23-003740

CLASS ACTION

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

Assigned for all purposes to:
Hon. John D. Freeland, Dept. 23

Complaint filed: July 5, 2023
Trial date: Not yet set

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 IT IS HEREBY STIPULATED, by and among Plaintiff PERLA VELASCO, on behalf of
3 herself and the Settlement Class Members, on the one hand, and Defendants GARTON
4 TRACTOR, INC. and WILLIAM GARTON, on the other hand, and subject to the approval of
5 the Court, that the above-captioned action is hereby being compromised and settled pursuant to
6 the terms and conditions set forth in this Joint Stipulation of Class Action Settlement and Release
7 (the “Settlement”).

8 **1. DEFINITIONS**

9 Capitalized terms used in this Settlement shall have the meanings set forth below:

10 1.1. “Action” means the consolidated putative class and PAGA action entitled *Perla*
11 *Velasco v. Garton Tractor, Inc.*, pending in the Superior Court of the State of California, County
12 of Stanislaus, and designated as Case No. CV-23-003740.

13 1.2. “Class Member” means all non-exempt, hourly paid employees currently and
14 formerly employed by Defendants in the state of California from July 5, 2019 through February
15 10, 2024.

16 1.3. “PAGA Member” means all non-exempt, hourly paid employees currently and
17 formerly employed by Defendants in the state of California from June 16, 2022 through February
18 10, 2024.

19 1.4. “Settlement Administrator” means Phoenix Settlement Administrators.

20 1.5. “Settlement Administration Costs” means the amount to be paid to the third-party
21 Settlement Administrator from the Gross Settlement Amount for the administration of the
22 Settlement. The Settlement Administration Costs amount is not to exceed Eight Thousand Seven
23 Hundred Seventeen Dollars and Ninety-Two Cents (\$8,717.92). Any portion of the requested
24 Settlement Administration Costs that is not awarded to the Settlement Administrator shall be part
25 of the Net Settlement Amount.

26 1.6. “Class Counsel” means Kevin Mahoney, John A. Young, and Raleigh Dixon of
27 the Mahoney Law Group, APC.

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1 1.7. "Class Counsel Fees" means reasonable attorneys' fees for Class Counsel's
2 litigation and resolution of this Action, in the amount of One Hundred Ten Thousand Dollars
3 (\$110,000.00) (or 33.33% of the Gross Settlement Amount). The Court shall determine the
4 amount of the Class Counsel Fees, and it shall be paid from the Gross Settlement Amount. Any
5 portion of the requested Class Counsel Fees that is not awarded to Class Counsel shall be part of
6 the Net Settlement Amount.

7 1.8. "Class Counsel Costs" means actual expenses incurred by Class Counsel for Class
8 Counsel's litigation and resolution of this Action, as supported by declaration, in an amount not
9 to exceed Twelve Thousand Dollars (\$12,000.00). The Court shall determine the amount of the
10 Class Counsel Costs, and it shall be paid from the Gross Settlement Amount. Any portion of the
11 requested Class Counsel Costs that is not awarded to Class Counsel shall be part of the Net
12 Settlement Amount.

13 1.9. "Class Information" means information regarding Settlement Class Members that
14 Defendants will in good faith compile from their records and provide to the Settlement
15 Administrator. Class Information shall be provided as a Microsoft Excel spreadsheet and shall
16 include: each Settlement Class Member's full name; last known address; last known home
17 telephone number; social security number; all start and end dates of employment during the Class
18 Period, and the total number of weeks each Settlement Class Member worked for Defendants
19 during the Class Period, based upon the hours worked by Class Members during the Class Period.
20 The number of weeks worked shall be calculated using Defendants' payroll data during the Class
21 Period. Because social security numbers are included in the Class Information, the Settlement
22 Administrator shall maintain the Class Information in confidence; access shall be limited to those
23 with a need to use the Class Information as part of the administration of the Settlement, and
24 transmission shall be through use of a secure, password-protected file. If any or all of the Class
25 Members' data is unavailable to Defendants, Defendants will so inform Class Counsel prior to
26 the date on which Defendants are required to submit the Class Members' data to the Settlement
27 Administrator and the Parties will make their best efforts to reconstruct or otherwise agree upon
28 the Class Members' data prior to when it must be submitted to the Settlement Administrator. If

1 the Parties are unable to agree, the dispute will be resolved by the Settlement Administrator.

2 1.10. "Class Period" means the period from July 5, 2019 through February 10, 2024.

3 1.11. "PAGA Period" means the period from June 16, 2022 through February 10, 2024.

4 1.12. "PAGA Released Claims" shall mean all claims, demands, rights, liabilities and
5 causes of action for penalties under California Labor Code Private Attorneys General Act of 2004
6 against the Released Parties, based on the letter to the Labor & Workforce Development Agency
7 on June 16, 2023, that arose during the PAGA Period, including but not limited to claims for civil
8 penalties for violations of Labor Code 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7, 510,
9 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698-2699.5, and claims
10 under California Business & Professions Code section 17200, and applicable Wage Orders of the
11 Industrial Welfare Commission, and all related claims for attorneys' fees and costs.

12 1.13. "Class Representative Service Award" means the amount that the Court authorizes
13 to be paid to Plaintiff, not to exceed Ten Thousand Dollars (\$10,000.00), in addition to Plaintiff's
14 Individual Settlement Payment. The Class Representative Service Award to Plaintiff is in
15 exchange for the Released Claims, Plaintiff's General Released Claims, and for Plaintiff's efforts
16 and risks in assisting with the prosecution of the Action. The Class Representative Service Award
17 shall be paid from the Gross Settlement Amount. Any portion of the requested Class
18 Representative Service Award that are not awarded to Plaintiff shall be part of the Net Settlement
19 Amount.

20 1.14. "Court" means the Superior Court of the State of California for the County of
21 Stanislaus.

22 1.15. "Defendants" mean William Garton, Garton Tractor, Inc., and each of their parent
23 companies, subsidiaries, related companies, affiliates, dbas, current and former management
24 companies, shareholders, members, agents (including any investment bankers, accountants, insurers,
25 reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors,
26 successors, and assigns or any related entity that was the "employer" of Class Members.

27 1.16. "Defendants' Counsel" means Timothy B. Nelson and Douglas R. Leach of
28 Medina McKelvey LLP.

1.17. “Effective Date” means the date that the Gross Settlement Amount is fully funded.

1.18. “Employee Taxes” means the employee’s share of any and all applicable federal, state, and local payroll taxes on the portion of Settlement Class Members’ Individual Settlement Payment that constitutes wages. The Employee Taxes shall be paid out of the Net Settlement Amount.

1.19. “Employer Taxes” means the employer’s share of any and all applicable federal, state, and local payroll taxes on the portion of Settlement Class Members’ Individual Settlement Payment that constitutes wages. The Employer Taxes shall be paid by Defendants separately and not out of the Gross Settlement Amount or Net Settlement Amount.

1.20. “Final Approval Hearing” means the hearing held on the motion for final approval of the Settlement.

1.21. “Final Approval Date” means the date which the Court grants final approval of the Settlement.

1.22. “Final Judgment” means the Court’s entry of an order of judgment in this Action following the Court’s final approval of the Settlement.

1.23. “Gross Settlement Amount” means the maximum amount Defendants shall have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement Amounts to Settlement Class Members, Class Counsel Fees, Class Counsel Costs, Settlement Administrator Costs, Class Representative Service Award, PAGA Allocation, and Employee Taxes. Subject to Court approval and the terms of this Settlement, the Gross Settlement Amount Defendants shall be required to pay is Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00). No portion of the Gross Settlement Amount will revert to Defendants, and the Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their Individual Settlement Payment. This settlement sum is based on Defendants’ representation that the number of total Workweeks during the Class Period through September 1, 2023 was Thirty-Eight Thousand Three Hundred (38,300). Defendants shall not be required to pay more than the Gross Settlement Amount as long as the actual number of Workweeks during the Class Period is no more than ten percent (10%) greater than Defendants’

1 estimate. If the number of workweeks between July 5, 2019 to September 1, 2023 is more than
2 10% higher than 38,300 workweeks worked (more than 42,130 workweeks), Defendants have the
3 option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis (*i.e.*,
4 if the workweek count increases by 12%, then Defendants would agree to increase the Gross
5 Settlement Amount by 2%); or (2) in the alternative, if the total workweeks between July 5, 2019
6 and September 1, 2023 exceed 42,130 workweeks, then Defendants may choose to adjust the end
7 of the applicable class period, such that the applicable class period will include no more than
8 42,130 workweeks in lieu of paying an increase to the Gross Settlement Amount. Under no other
9 circumstances shall Defendants be required to pay more than the Gross Settlement Amount except
10 as provided for in this section of the Settlement Agreement.

11 1.24. “Individual Settlement Payment” means the amount payable to each Settlement
12 Class Member, as calculated pursuant to Paragraph 3.12.1 of the Settlement, from the Net
13 Settlement Amount. Checks for Individual Settlement Payments shall specifically indicate that
14 they are void if not negotiated within one hundred eighty (180) days of their issuance.

15 1.25. “PAGA Allocation” means Twenty Thousand Dollars (\$20,000.00), allocated
16 from the Gross Settlement Amount for the compromise of claims brought under the Labor Code
17 Private Attorneys General Act of 2004 (“PAGA”). Per California Labor Code section 2699(i),
18 Fifteen Thousand Dollars (\$15,000.00), representing 75% of the PAGA Allocation, shall be paid
19 to California’s Labor and Workforce Development Agency. The remaining Five Thousand
20 Dollars (\$5,000.00), representing 25% of the PAGA Allocation, shall be part of the Net
21 Settlement Amount and shall be distributed to PAGA Members.

22 1.26. “LWDA” shall mean the California Labor and Workforce Development Agency.

23 1.27. “LWDA PAGA Allocation” means Fifteen Thousand Dollars (\$15,000.00),
24 representing 75% of the PAGA Allocation, and is the amount payable from the Gross Settlement
25 Amount to California’s Labor and Workforce Development Agency.

26 1.28. “PAGA Member Allocation” means Five Thousand Dollars (\$5,000.00),
27 representing the PAGA Allocation, and is the amount payable to PAGA Members. The PAGA
28 Member Allocation shall be distributed in its entirety to PAGA Class Members pursuant to

paragraph 3.13.

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the Class Counsel Fees, the Class Counsel Costs, the Class Representative Service Award, the Settlement Administration Costs, the LWDA PAGA Allocation, and PAGA Member Allocation. The Net Settlement Amount shall be distributed in its entirety to Settlement Class Members, as provided for in this Settlement.

1.30. “Notice of Objection” means a written statement of objection to the Settlement, made and signed by a Settlement Class Member and includes the following: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member’s Social Security number and/or the entire Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval Hearing.

1.31. “Notice of Settlement” means the Notice of Proposed Class Action and Notice of Private Attorneys General Act Settlement (attached hereto as **Exhibit A**).

1.32. “Notice Packet” means the Notice of Proposed Class Action and the Class Workweek Dispute Form, to be provided in English and Spanish.

1.33. “Settlement Class Members” means all Class Members who do not submit a valid and timely Request for Exclusion.

1.34. “Parties” means Plaintiff and Defendants collectively; and “Party” shall mean any Defendant or Plaintiff, individually.

1.35. “Plaintiff” means Perla Velasco.

1.36. “Plaintiff’s General Released Claims” means, in addition to the Released Claims, Plaintiff, on behalf of herself, her respective, agents, spouses, executors, representatives, heirs, successors, assigns, and estates, in exchange for the terms and conditions of this Settlement, including the Class Representative Service Award requested or as otherwise authorized by the Court, shall also, as of the Effective Date, fully and forever release the Released Parties, to the full extent permitted by law, of and from any and all claims arising from her employment with Defendants, known and unknown, asserted and unasserted, which Plaintiff had or may have had

1 against the Released Parties, whether sounding in tort, in contract, in law, in equity or otherwise,
2 and including but not limited to all claims for violation of any local, state, or federal statute, rule,
3 or regulation. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
4 section 1542 of the Civil Code of the State of California and does so understanding and
5 acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil
6 Code of the State of California states as follows:

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

11 Notwithstanding the above, Plaintiff's General Released Claims do not include any
12 workers' compensation claims, claims that cannot be waived as a matter of law by signing this
13 agreement, or claims to enforce this Agreement. No release in this Agreement is effective until
14 the Gross Settlement Amount is fully funded.

15 1.37. "Preliminary Approval Date" means the date the Court enters the Preliminary
16 Approval Order for the Settlement.

17 1.38. "Preliminary Approval Order" means the proposed order (filed concurrently with
18 this Settlement and Plaintiff's motion for preliminary approval of the Settlement), as may be
19 amended by the Court, for preliminary approval of the Settlement.

20 1.39. "Released Claims" means any and all claims during the Class Period which were
21 or could have been raised based on the facts, conduct, and/or omissions alleged in the Action,
22 including all wage and hour claims, demands, rights, liabilities, and causes of action for unpaid
23 wages, including minimum wage payments, regular wages, overtime wages; failure to pay wages
24 during employment; failure to pay all wages due upon separation of employment; failure to
25 maintain and provide accurate records; meal and rest break violations; failure to pay meal and
26 rest break premiums; wage statement violations; failure to reimburse for necessary business
27 expenditures; violation of the Private Attorneys General Act (California Labor Code section 2698,
28 et seq.); claims for civil and statutory penalties, interest, liquidated damages, attorney's fees and

costs; claims under California Labor Code sections 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698-2699.5, and applicable Industrial Welfare Commission Wage Orders; and claims under California Business & Professions Code sections 17200-17204. It is understood and agreed that Released Claims do not include claims for workers' compensation, unemployment, or disability benefits of any nature, nor any claims, actions, or causes of action which may be possessed by Settlement Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code section 12940, *et seq.*; the Unruh Civil Rights Act, California Civil Code section 51, *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; and all of their implementing regulations and interpretive guidelines. No release in this Agreement shall become effective until the Gross Settlement Amount is fully funded.

1.40. "Released Parties" means William Garton and Garton Tractor, Inc., and each of their parent companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns, or any related entity that was the "employer" of Class Members.

1.41. "Released Parties' Release of Claims Against Representative Plaintiff" means Released Parties, as defined herein, do hereby, for themselves, and for their heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the Representative Plaintiff from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the date of their signature on this Settlement Agreement, known or unknown, suspected or unsuspected, including but not limited to all claims

1 arising out of, based upon, or relating to Representative Plaintiff's employment with Defendants
2 and related to this Lawsuit.

3 1.42. Released Parties expressly waive and relinquish all rights and benefits afforded by
4 section 1542 of the Civil Code of the State of California as to the Representative Plaintiff and do
5 so understanding and acknowledging the significance of such specific waiver of section 1542.
6 Section 1542 of the Civil Code of the State of California states as follows:

7
8 **A general release does not extend to claims that the creditor or releasing party**
9 **does not know or suspect to exist in her or her favor at the time of executing**
10 **the release and that, if known by her or her, would have materially affected**
11 **her or her settlement with the debtor or released party.**

12 1.43. Thus, subject to and in accordance with this Settlement Agreement, even if
13 Released Parties may hereafter discover facts in addition to or different from those they now know
14 or believe to be true, Released Parties shall be deemed to have fully, finally, and forever settled
15 and released any and all claims against the Representative Plaintiff that could have been alleged
16 against her, as well as any other claims, whether known or unknown, suspected or unsuspected,
17 contingent or non-contingent, that now exist, upon any theory of law or equity, including without
18 limitation, conduct which is negligent, intentional, with or without malice, or a breach of any
19 duty, law, or rule, without regard to the subsequent discovery or existence of such different or
20 additional facts.

21 1.44. "Response Deadline" means the date forty-five (45) days after the Settlement
22 Administrator mails the Notice Packets to Settlement Class Members, and shall be the last date
23 on which Settlement Class Members may: (a) postmark Requests for Exclusion from the
24 Settlement, or (b) postmark Objections to the Settlement.

25 1.45. "Settlement" means this Joint Stipulation of Class Action Settlement and Release.

26 1.46. "Settlement Class Member(s)" or "Settlement Class" means all non-exempt
27 employees, currently and formerly employed by Defendants in the State of California at any time
28 during the Class Period.

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1 1.47. "Workweeks" shall mean the number of weeks each Class Member worked at
2 Garton Tractor, Inc. as an hourly-paid and/or non-exempt employee in California during the Class
3 Period. The Settlement Administrator will calculate the number of Workweeks by calculating the
4 number of hours actually worked by each Class Member worked at Garton Tractor, Inc. during
5 the Class Period, and dividing by forty (40). The number of hours worked by each Class Member
6 will not include vacation hours, sick hours, hours in which an employee on leave, or any other
7 hours that do not reflect time the Class Member was actively working for Garton Tractor, Inc.

8 **2. RECITALS**

9 2.1. Class Certification. The Parties stipulate and agree to the conditional certification
10 of this Action for purposes of this Settlement only. Should, for whatever reason, the Settlement
11 not become final and effective, conditional Class Certification shall immediately be set aside
12 (subject to further proceedings on motion of any Party to certify or decertify thereafter). The
13 Parties' willingness to stipulate to conditional Class Certification as part of the Settlement shall
14 have no bearing on and shall not be admissible or considered in connection with the issue of
15 whether a class should be certified in a non-settlement context in this Action, and shall have no
16 bearing on and shall not be admissible or considered in connection with the issue of whether a
17 class should be certified in any other lawsuit. Defendants expressly reserve their right to oppose
18 class certification should this Settlement be modified or reversed on appeal or otherwise not
19 become final and effective for any reason.

20 2.2. Procedural History. On June 16, 2023, Plaintiff submitted her PAGA letter to the
21 LWDA alleging Defendants violated, among other provisions of the California Labor Code and
22 applicable wage law, Labor Code sections 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7,
23 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698-2699.5,
24 California Business & Professions Code section 17200, and applicable Wage Orders of the
25 Industrial Welfare Commission. On July 5, 2023, Plaintiff filed a lawsuit in the Superior Court
26 of California for the County of Stanislaus as a proposed class action on behalf of all current and
27 former non-exempt California employees of Defendants during the period of July 5, 2019 through
28 the date of final judgment. In her initial complaint Plaintiff alleged that Defendants (1) failed to

1 pay wages, including minimum wages and overtime wages; (2) failed to provide compliant rest
2 periods; (3) failed to provide compliant meal periods; (4) failed to timely pay wages due at
3 separation of employment; (5) failed to provide accurate itemized wage statements; and (6)
4 violations of Business and Professions Code Section 17200 et seq. Plaintiff sought recovery
5 under the California Labor Code, the applicable Industrial Welfare Commission Wage Order, and
6 the California Business & Professions Code. On August 21, 2023, Plaintiff filed an amended
7 complaint, which added a cause of action for civil penalties under the PAGA for the same alleged
8 violations of the California Labor Code as alleged in the original Complaint.

9 2.3. Settlement Negotiations. On November 10, 2023, the Parties participated in a full-
10 day private mediation session with mediator Mark LeHocky, Esq. Prior to the mediation,
11 Defendants provided Plaintiff's counsel with the following documents and information: (1)
12 Plaintiff's entire personnel file; (2) Plaintiff's time and pay records; (3) Defendants' employee
13 handbooks utilized during the Class Period; (4) time records and corresponding payroll records
14 for a sample of putative class members; (5) other relevant documents, including samples of other
15 policy documents. These documents and this information allowed Class Counsel to construct a
16 damages analysis. Based on the information obtained through informal discovery, the Parties
17 reached an agreement in principle to the basic terms of a class-action settlement agreement at the
18 mediation. The Settlement is the result of an informed and detailed evaluation of the total
19 exposure and potential liability, in relation to the costs and risks associated with continued
20 litigation of the Action. The Parties have engaged in sufficient discovery and investigation to
21 assess the relative merits of the claims, defenses, and contentions of the Parties.

22 2.4. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
23 recognize the length of continued proceedings necessary to litigate the Parties' disputes through
24 certification, trial, and any possible appeal. Plaintiff and Class Counsel have also taken into
25 account the uncertainty and risk of the outcome of further litigation, the difficulties and delays
26 inherent in such litigation, including, but not limited to, the risks related to a contested motion for
27 class certification, potential motions for decertification, trial, and appeal. Plaintiff and Class
28 Counsel are also aware of the burdens of proof necessary to establish liability for the claims

1 asserted in the Action and the difficulties in establishing damages for the Class Members.
2 Plaintiff and Class Counsel have also taken into account Defendants' agreement to enter into a
3 settlement that confers substantial relief upon Class Members. Based on the foregoing, Plaintiff
4 and Class Counsel have determined that this Settlement is fair, adequate, and reasonable, and is
5 in the best interests of the Class Members.

6 2.5. Defendants' Denial of Wrongdoing and Liability and Reasons for Settlement.

7 Defendants have denied and continue to deny each and all of the claims and contentions alleged
8 in the Action. Defendants have repeatedly asserted, and continue to assert, defenses thereto, and
9 have expressly denied, and continue to deny, any wrongdoing or legal liability arising out of any
10 of the facts, conduct, and/or omissions alleged in the Action. Defendants have also denied, and
11 continue to deny, *inter alia*, the allegations that the Class Members have suffered damage.
12 Without limiting the foregoing, Defendants contend that the Class Members were properly and
13 timely paid all wages owed, including, but not limited to, all straight and overtime pay; were
14 provided timely and uninterrupted meal and rest periods as required under California law; were
15 properly and timely paid all wages upon separation of employment or otherwise when due; were
16 properly and timely provided accurate itemized wage statements as required under California law;
17 and that Defendants have not engaged in any unlawful, unfair, or fraudulent business practices in
18 violation of California law. However, Defendants have concluded that any further defense of this
19 litigation would be protracted and expensive for all Parties. Substantial amounts of time, energy,
20 and resources of Defendants have been and, unless this Settlement is approved, will continue to
21 be devoted to the defense of the claims asserted by Plaintiff and Class Members. Defendants
22 have also taken into account the uncertainty and risks inherent in any litigation, especially in
23 complex cases such as this Action. Based on the foregoing, Defendants have concluded that it is
24 desirable and beneficial that the Action be fully and finally settled in the manner and upon the
25 terms and conditions set forth in this Settlement. This will allow Defendants to dispose of
26 burdensome and protracted litigation, permit the operation of Defendants' business without
27 further expensive litigation, and put an end to the distraction and diversion of its personnel
28 regarding matters at issue in the Action.

1 2.6. No Admissions. The Parties understand and agree that this Settlement is the result
2 of a good faith compromise of disputed claims and allegations, and Defendants are entering into
3 this Settlement solely to resolve disputed matters. No part of this Settlement or any conduct or
4 written or oral statements made in connection with this Settlement, whether or not the Settlement
5 is finally approved and/or consummated, is or may be offered as or construed to be an admission
6 or concession of any kind by any of the Parties. In particular, but without limiting the generality
7 of the foregoing, nothing about this Settlement shall be offered or construed as an admission that
8 Defendants violated any of its obligations under the California Labor Code, applicable Industrial
9 Welfare Commission Wage Orders, Business and Professions Code or Private Attorneys General
10 Act, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever
11 on the part of Defendants and/or the Released Parties. In addition, this Settlement shall not be
12 offered or be admissible in evidence against any of the Parties or any of the Released Parties,
13 except in any action or proceeding brought by or against Plaintiff, Class Members, or Defendants
14 to enforce the Settlement's terms, or by Defendants in defense of any claims brought by Plaintiff
15 or Class Members. The provisions of this paragraph shall become effective when this Settlement
16 is signed by all Parties, and shall be binding on the Parties and their counsel regardless of whether
17 the Settlement is preliminarily and/or finally approved or terminated for any reason, or rendered
18 null and void.

19 2.7. Class Members' Claims. Plaintiff claims that the Released Claims have merit and
20 give rise to liability on the part of Defendants. This Settlement is a compromise of disputed
21 claims. Nothing contained in this Settlement, and no documents referred to herein, nor any action
22 taken to carry out this Settlement, may be construed or used as an admission by or against the
23 Plaintiff, Class Members or Class Counsel as to the merits or lack thereof of the claims asserted
24 in the Action.

25 2.8. Defendants' Defenses. Defendants have denied and continue to deny each and all
26 of the allegations, claims, and contentions of wrongdoing alleged by Plaintiff in the Action.
27 Defendants have expressly denied and continue to deny all charges of wrongdoing or liability
28 against them arising out of any of the conduct, statements, acts, or omissions alleged in the Action.

Defendants contend that they complied in good faith with California and federal wage-and-hour laws and have dealt legally and fairly with Plaintiff and Class Members. Defendants further deny that, for any purpose other than settling this Action, these claims are appropriate for class or representative treatment.

3. TERMS OF SETTLEMENT

The Parties agree as follows:

3.1. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class Members, subject to the terms and conditions set forth in the Settlement and the Court's approval.

3.2. Release As To All Settlement Class Members and Plaintiff.

3.2.1. Release As To All Settlement Class Members. As of the Effective Date, all Settlement Class Members, including Plaintiff, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released Claims during the Class Period. This release shall be binding on all Settlement Class Members, including each of their respective attorneys, agents, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who shall have no further or other liability or obligation to any Class Member with respect to the Released Claims, except as expressly provided herein. All PAGA Members, regardless of whether they submit timely and valid Requests for Exclusion from the Settlement, will release all PAGA Released Claims, as well as claims that could have been premised on the claims, causes of action or legal theories alleged in the Action, during the PAGA Period. Plaintiff on behalf of the State of California and the LWDA will also release all PAGA Released Claims.

3.2.2. Release As To Plaintiff. As of the Effective Date, Plaintiff will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all of Plaintiff's General Released Claims against the Released Parties. With respect to the Plaintiff's General Released Claims only, Plaintiff shall be deemed to have, and by operation of the Final Judgment shall have, in light of her respective Class Representative Service Award, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights,

1 and benefits of section 1542 of the California Civil Code, which provides:

2
3 A general release does not extend to claims which the creditor or releasing
4 party does not know or suspect to exist in her or her favor at the time of
5 executing the release and that, if known by her or her, would have materially
6 affected her or her settlement with the debtor or released party.

7 Plaintiff may hereafter discover facts in addition to or different from those she now knows
8 or believes to be true with respect to the subject matter of the Plaintiff's General Released Claims,
9 but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment
10 shall have, fully, finally, and forever settled and released any and all of the Plaintiff's General
11 Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-
12 contingent, which now exist, or heretofore have existed, upon any theory of law or equity now
13 existing or coming into existence in the future. Plaintiff agrees not to sue or otherwise make a
14 claim against any of the Released Parties for Plaintiff's General Released Claims.

15 3.3. Tax Liability. The Parties understand and agree that the Parties are not providing
16 tax or legal advice. Defendants shall be responsible for any Employer Taxes due as a result of the
17 Settlement. These payments shall be separate and shall not be made from the Gross Settlement
18 Amount or the Net Settlement Amount. Settlement Class Members shall remain responsible for
19 any Employee Taxes due as a result of the Settlement. Settlement Class Members will assume
20 any employee tax obligations or consequences that may arise from this Settlement and should
21 consult with a tax expert if they have questions. However, Individual Settlement Payments will
22 be allocated as follows: one-fifth as wages (for which an IRS Form W-2 will be issued) and four-
23 fifths as interest and penalties (for which an IRS Form 1099 will be issued). Any required payroll
24 deductions will be based on this apportionment. The Parties agree that, in the event that any taxing
25 body determines that additional employee taxes are due from any Settlement Class Member, such
26 Settlement Class Member assumes all responsibility for the payment of such taxes.

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1 3.4. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
2 of this Settlement, and no written communication or disclosure between or among the Parties,
3 Class Counsel or Defendants' Counsel and other advisers, is or was intended to be, nor shall any
4 such communication or disclosure constitute or be construed, or be relied upon, as tax advice
5 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
6 amended); (2) the acknowledging Party (a) has relied exclusively upon his, her, or its own,
7 independent legal and tax counsel for advice (including tax advice) in connection with this
8 Settlement, (b) has not entered into this Settlement based upon the recommendation of any other
9 Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
10 communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty
11 that may be imposed on the acknowledging Party; and (3) no attorney or advisor to any other
12 Party has imposed any limitation that protects the confidentiality of any such attorney's or
13 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
14 by the acknowledging Party of the tax treatment or tax structure of any transaction, including any
15 transaction contemplated by this Settlement.

16 3.5. Settlement Approval and Implementation Procedures. As part of this Settlement,
17 the Parties agree to the following procedures for obtaining the Court's preliminary approval of
18 the Settlement: conditionally certifying the Settlement Class, notifying Class Members of the
19 Settlement and distributing the PAGA Payment, obtaining the Court's final approval of the
20 Settlement, and processing the Individual Settlement Payments, as set forth below.

21 3.5.1. Preliminary Approval and Certification. As soon as practicable after
22 execution of this Settlement, pending the Court's availability, Plaintiff will submit this Settlement
23 to the Court for preliminary approval of the Settlement, in accordance with California Rules of
24 Court, Rule 3.769(c). Such submission will include this Settlement, the proposed Notice Packet,
25 the proposed Preliminary Approval Order, and any memoranda and evidence as may be necessary
26 for the Court to determine that this Settlement is fair, adequate, and reasonable. The Parties agree
27 to request the Court to enter an order conditionally certifying the Settlement Class after the
28 preliminary approval hearing, in accordance with California Rules of Court, Rule 3.769(d).

1 3.5.2. Class Information. No more than fourteen (14) calendar days after the
2 entry of the Preliminary Approval Order by the Court, Defendants shall provide the Settlement
3 Administrator with the Class Information for purposes of mailing Notice Packets to Class
4 Members. Defendants shall also provide the Settlement Administrator a separate list of PAGA
5 Members and dates of PAGA Members' employment with Defendants.

6 3.5.3. Notice by First Class U.S. Mail. Upon receipt of the Class Information,
7 the Settlement Administrator will perform a search on the National Change of Address database
8 to update the Class Members' addresses. No more than ten (10) calendar days after receiving the
9 Class Information from Defendants, as provided herein, the Settlement Administrator shall mail
10 copies of the Notice Packet to all Class Members by regular First-Class U.S. Mail. The Settlement
11 Administrator shall exercise its best judgment to determine the current mailing address for each
12 Class Member. The address identified by the Settlement Administrator as the current mailing
13 address shall be presumed to be the best mailing address for each Class Member. It will be
14 conclusively presumed that if an envelope so mailed has not been returned within twenty (20)
15 days of the mailing that the Class Member received the Notice Packet.

16 3.5.4. Undeliverable Notices. Any Notice Packets returned to the Settlement
17 Administrator as undeliverable on or before the Response Deadline shall be re-mailed to the
18 forwarding address affixed thereto or as described in paragraph 3.5.5 of this Settlement.

19 3.5.5. For each Class Member whose Notice Packet is returned, and a forwarding
20 address is not affixed thereto, there will be one skip trace by the Settlement Administrator. If an
21 updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet
22 to the Class Member at the updated mailing address so identified. One supplemental Notice
23 Packet shall be mailed to each Class Member whose original Notice Packet is returned as
24 undeliverable to the Settlement Administrator, if a forwarding or updated address can be
25 identified. Such re-mailing shall be made within five (5) business days of the Settlement
26 Administrator receiving notice that the respective Notice Packet was undeliverable. Any requests
27 to Defendants' Counsel by the Settlement Administrator for documents or information from
28 Defendants must be responded to within a reasonable amount of time by Defendants' Counsel. It

1 is the intent of the Parties that reasonable means be used to locate the Class Members and apprise
2 them of their rights.

3 3.5.6. Class Members to whom Notice Packets are resent after having been
4 returned undeliverable to the Settlement Administrator shall have fourteen (14) calendar days
5 thereafter, or until the Response Deadline has expired, whichever is later, to mail the Request for
6 Exclusion or a Notice of Objection. Notice Packets that are resent shall inform the recipient of
7 this adjusted deadline. The date of the postmark on the return envelope shall be the exclusive
8 means used to determine whether a Class Member has returned her or her Request for Exclusion
9 on or before the adjusted deadline. It will be conclusively presumed that if an envelope so mailed
10 has not been returned within thirty (30) days of the mailing, that the Class Member received the
11 Notice Packet. If a Class Member's Notice Packet is returned to the Settlement Administrator
12 more than once as undeliverable, then an additional Notice Packet shall not be re-mailed.

13 3.5.7. Compliance with the procedures specified in paragraphs 3.5.3 through
14 3.5.6 of this Settlement shall constitute due and sufficient notice to Class Members of this
15 Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or
16 done by, the Parties, Class Counsel, and Defendants' Counsel to provide notice of the proposed
17 Settlement.

18 3.6. Disputes. Class Members will have the opportunity during the 45-day response
19 period, should they disagree with Defendants' records regarding their weeks worked during the
20 Class Period, to provide a completed Class Workweek Dispute Form (attached hereto as **Exhibit**
21 **B**), documentation and/or an explanation to show contrary weeks worked. If there is a dispute,
22 the Settlement Administrator will consult with the Parties to determine whether an adjustment is
23 warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of,
24 any Individual Settlement Payments under the terms of this Settlement. The Settlement
25 Administrator's determination of the eligibility for and amount of any Individual Settlement
26 Payment shall be binding upon the Class Member and the Parties.

27 3.7. Exclusions (Opt-Outs). The Notice Packet shall state that Class Members who
28 wish to exclude themselves from the Settlement must submit a Request for Exclusion by the

1 Response Deadline. A Class Member may submit a Request for Exclusion by submitting a
2 writing that contains: (1) the name, address, and the last four digits of the Social Security number
3 and/or the entire Employee ID number of the Class Member requesting exclusion; (2) a clear
4 statement requesting to be excluded from the Class Settlement; (3) must be signed by the Class
5 Member; and (4) must be postmarked by the Response Deadline and returned to the Settlement
6 Administrator at the specified address. If the Request for Exclusion does not contain the
7 information listed in (1)-(3), it will not be deemed a valid Request for Exclusion from this
8 Settlement. The date of the postmark on the return mailing envelope shall be the exclusive means
9 used to determine whether a Request for Exclusion has been timely submitted. Any Class
10 Member who requests to be excluded from the Settlement in accordance with the provisions of
11 this paragraph will not be entitled to any recovery under the Settlement and will not be bound by
12 the terms of the Settlement (except as to the PAGA Released Claims, which Class Members
13 cannot request to be excluded from). Class Members who receive a Notice Packet but fail to
14 submit a valid and timely Request for Exclusion on or before the Response Deadline, which is
15 forty-five (45) days from the date of the mailing of the Notice Packet, shall be bound by all terms
16 of the Settlement and any Final Judgment entered in this Action if the Settlement is approved by
17 the Court. Any Class Member who does not request exclusion as set forth above is deemed to
18 have released all claims, including Released Claims against Released Parties, as set forth herein
19 and therefore by operation will be deemed a Settlement Class Member. At no time shall any of
20 the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit
21 Requests for Exclusion from the Settlement. Class Counsel shall not represent any Class Member
22 with respect to any such Request for Exclusion. Class Members who submit a valid Request for
23 Exclusion may not also submit a Notice of Objection. PAGA Members cannot opt out or submit
24 a request for exclusion from the PAGA portion of the Settlement.

25 3.8. Objections. The Notice Packet shall state that Class Members who wish to object
26 to the Settlement shall submit a written statement of objection (“Notice of Objection”) by the
27 Response Deadline, which is forty-five (45) days from the date of the mailing of the Notice
28 Packet, to the Settlement Administrator. The Notice of Objection must be signed by the Class

1 Member and state: (1) the full name of the Class Member; (2) the dates of employment of the
2 Class Member; (3) the last four digits of the Class Member's Social Security number and/or the
3 entire Employee ID number; (4) the basis for the objection; and, (5) whether the Class Member
4 intends to appear at the Final Approval Hearing. The Notice of Objection must be postmarked by
5 the Response Deadline and returned to the Settlement Administrator at the specified address.
6 Within five (5) days of receiving a Notice of Objection from a Settlement Class Member, the
7 Settlement Administrator shall forward the Notice of Objection to Class Counsel and Defendants'
8 Counsel. The Parties shall thereafter lodge the Class Member's Notice of Objection with the
9 Court. Class Members, regardless of whether or not they submit a timely Notice of Objection,
10 will have a right to appear at the Final Approval Hearing, with or without an attorney, and have
11 their objections heard by the Court. At no time shall any of the Parties or their counsel seek to
12 solicit or otherwise encourage Class Members to file or serve written objections to the Settlement
13 or to appeal from the Final Judgment. Class Counsel shall not represent any Class Member with
14 respect to any such objection.

15 3.9. Plaintiff's Participation. By executing this Settlement, Plaintiff hereby stipulates
16 she will not object to or exclude herself from the Settlement in any way.

17 3.10. No Solicitation of Settlement Objections or Exclusions. The Parties and their
18 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall
19 any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit
20 Notices of Objection to the Settlement or Requests for Exclusion from the Settlement, or to appeal
21 from the Court's Final Judgment.

22 3.11. Funding of the Gross Settlement Amount. This is a non-reversionary Settlement
23 in which Defendants are required to pay the entire Gross Settlement Amount. No portion of the
24 Gross Settlement Amount will revert to Defendants. Defendants are separately and solely
25 responsible for any employer payroll taxes owed as a result of the Settlement. Defendants shall
26 fund the Gross Settlement Amount by no later than sixty (60) calendar days after the Final
27 Approval Date. No release in this Settlement shall be effective until the Gross Settlement Amount
28 is fully funded.

3.11.1. No more than five (5) business days after Defendants make the Gross Settlement Amount payment, the Settlement Administrator shall provide the Parties with an accounting of all anticipated payments from the Gross Settlement Amount. The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount the anticipated payments for (1) Class Representative Service Award, as specified in this Settlement and approved by the Court; (2) Class Counsel Fees, as specified in this Settlement and approved by the Court; (3) Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Settlement Administration Costs, as specified in this Settlement and approved by the Court; and (5) the LWDA PAGA Allocation, as specified in this Settlement and approved by the Court. The Net Settlement Amount shall be distributed in Individual Settlement Payments in accordance with Paragraphs 3.12, 3.12.1 and 3.13.

3.12. Individual Settlement Payments. Each Settlement Class Member shall be eligible to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount, based on the number of weeks worked by the Settlement Class Member for Defendants during the Class Period, as a proportion of all weeks worked by all Class Members for Defendants during the Class Period. Individual Settlement Payments shall be paid by check pursuant to the formula set forth in Paragraph 3.12.1 and 3.13 below. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known mailing address no later than fifteen (15) calendar days after Defendants make the payment of the Gross Settlement Amount. Individual Settlement Payments shall specifically indicate that they are void if not negotiated within one hundred eighty (180) days of their issuance. Individual Settlement Payments reflect settlement of a dispute regarding wages, interest, and penalties. Individual Settlement Payments will be allocated as follows: one-fifth as wages; and fourth-fifths as interest and penalties. The "wage" portion of each Individual Settlement Payment will be reduced by any Employee Taxes. The Settlement Administrator shall issue the appropriate tax documents associated with the Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as "wages" and an IRS Form 1099 for the amounts allocated as "interest" or "penalties."

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1 3.12.1. Individual Settlement Payment Formula. After deducting the Class Counsel Fees
2 and Class Counsel Costs, the LWDA PAGA Allocation, Class Representative Service Awards,
3 and Settlement Administration Costs, the remaining funds (the “Net Settlement Amount”), shall
4 be distributed as follows: The Settlement Administrator shall divide the Net Settlement Amount
5 by the total number of workweeks Class Members worked for Defendants during the Class
6 Period in order to determine the amount each Settlement Class Member is entitled to for each
7 workweek he or she worked for Defendants (the “Weekly Amount”) during the Class Period.
8 The Settlement Administrator shall multiply the Weekly Amount by the estimated total number
9 of workweeks that each Settlement Class Member worked for Defendants during the Class
10 Period. The product of each calculation represents the gross Individual Settlement Payment for
11 the respective Settlement Class Member. The Settlement Administrator shall then deduct
12 Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for each
13 respective Class Member. Within twenty-one (21) calendar days after Preliminary Approval,
14 Defendants shall provide the Settlement Administrator with any information reasonably
15 necessary to perform the calculation of number of workweeks for each Class Member, and any
16 other reasonably required information the Settlement Administrator requests to perform the
17 calculations required under this Settlement. Defendants shall have no responsibility for deciding
18 the validity of any Individual Settlement Payment or any other payments made pursuant to this
19 Settlement, shall have no involvement in or responsibility for the determination or payment of
20 Employee Taxes, and shall have no liability for any errors made with respect to such Employee
21 Taxes.

22 3.13. PAGA Allocation & Related Release. Out of the Maximum Settlement Amount
23 that is ultimately preliminarily approved, Defendants shall pay a total of Twenty Thousand
24 Dollars (\$20,000.00) to resolve the PAGA Claims (as defined below) of the Settlement Class (the
25 “PAGA Payment”). Of this amount, 75% (i.e. \$15,000) will be paid to the LWDA and 25% (i.e.
26 \$5,000.00) will be distributed on a pro rata per pay period basis to the PAGA Members who
27 worked at any time from June 16, 2022 through February 10, 2024. Each PAGA Member’s
28 Individual PAGA Payment will be calculated based on the total number of pay periods he or she

1 worked during the PAGA Period. To establish the pay period value, the Settlement Administrator
2 will first determine the total number of pay periods worked by PAGA Members during the PAGA
3 Period. 25% of the PAGA Amount will then be divided by the total number of pay periods
4 worked by PAGA Members during the PAGA Period to determine the pay period value. The
5 PAGA Member Allocation represents the portion of civil penalties awarded directly under PAGA,
6 and shall be allocated as 100% penalties. The Settlement Administrator will report the PAGA
7 Payments on IRS 1099 Forms. PAGA Members will not be required to submit a claim form in
8 order to be issued a check for their share of the PAGA Payment. The PAGA Members will not
9 have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA
10 Claims. Upon receipt of the PAGA Payment, PAGA Members shall be deemed to have released
11 the PAGA Claims as to civil and statutory penalties, and any other interest, liquidated damages,
12 attorney's fees and costs related to the PAGA Claims.

13 3.13.1. Settlement Class Members are not eligible to receive any compensation
14 other than the Individual Settlement Payment (and PAGA Payment for PAGA Members), and
15 they may only receive an Individual Settlement Payment if they do not submit a valid and timely
16 Request for Exclusion to opt out of the Settlement. PAGA Members will receive their portion
17 of the PAGA Payment regardless of whether they submit a valid and timely Request for
18 Exclusion to opt out of the Settlement. Plaintiff, however, is also eligible to receive a Class
19 Representative Service Award.

20 3.13.2. No benefit, including but not limited to pension benefits, shall increase or
21 accrue as a result of any payment made pursuant to this Settlement.

22 3.13.3. If an Individual Settlement Payment is returned to the Settlement
23 Administrator as undeliverable and does not have a forwarding address, the Settlement
24 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
25 search. If the returned Individual Settlement Payment has a forwarding address, or another
26 address is identified, the Settlement Administrator shall mail the Individual Settlement Payment
27 to the forwarding, or newly-identified, address. If an Individual Settlement Payment is returned
28 to the Settlement Administrator a second time as undeliverable, the Settlement Administrator

1 shall not attempt any further re-mailing of that Individual Settlement Payment, but shall hold
2 such Individual Settlement Payment until it becomes void. Any settlement checks that remain
3 uncashed one hundred eighty (180) calendar days after issuance shall be void (“Voided
4 Checks”).

5 3.13.4. Any settlement checks that are not cashed within one hundred eighty (180)
6 days after mailing shall thereafter be paid to the California State Controller in the name of the
7 Class Member who did not cash her or her check.

8 3.14. Class Representative Service Award. Defendants agree not to oppose or object to
9 any application or motion by Plaintiff for a Class Representative Service Award, not to exceed
10 Ten Thousand Dollars (\$10,000.00) for Plaintiff, as consideration for Plaintiff’s time and effort
11 in bringing and prosecuting this matter. The Class Representative Service Award shall be paid
12 to Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after
13 Defendants fund the Gross Settlement Amount. The Settlement Administrator shall issue an IRS
14 Form 1099 — MISC to Plaintiff for her Class Representative Service Award. Plaintiff shall be
15 solely and legally responsible for payment of all applicable taxes on their Class Representative
16 Service Awards and shall hold Defendants harmless from any claim or liability for taxes,
17 penalties, or interest arising as a result of her Class Representative Service Award. The Class
18 Representative Service Award shall be in addition to Plaintiff’s Individual Settlement Payment
19 as a Settlement Class Member. If the Court awards lesser amounts than the Class Representative
20 Service Award requested, then any portion of the requested amount not awarded to Plaintiff shall
21 be added to the Net Settlement Amount. Plaintiff shall not have the right to revoke this agreement
22 to the Settlement on the grounds the Court did not approve any or all of her request for a Class
23 Representative Service Award; it shall remain binding. Any adjustments made by the Court to
24 the requested Class Representative Service Award shall not be deemed a material modification
25 of this Agreement.

26 3.15. Class Counsel Fees and Costs. Defendants agree not to oppose or object to any
27 application or motion by Class Counsel for Class Counsel Fees in the amount of one-third of the
28 Gross Settlement Amount or One Hundred Ten Thousand Dollars (\$110,000.00) and Class

1 Counsel Costs not to exceed Twelve Thousand Dollars (\$12,000.00) from the Gross Settlement
2 Amount. The Class Counsel Fees and Class Counsel Costs shall be paid no later than fifteen (15)
3 calendar days after the Defendants fund the Gross Settlement Amount. Class Counsel shall be
4 solely and legally responsible to pay all applicable taxes on the payments made pursuant to this
5 paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
6 Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon
7 the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount
8 requested by Class Counsel for the Class Counsel Fees and Class Counsel Costs and not granted
9 by the Court shall become part of the Net Settlement Amount.

10 3.16. PAGA Allocation. Subject to Court approval, the Parties shall allocate a total of
11 Twenty Thousand Dollars (\$20,000.00) from the Gross Settlement Amount for the compromise
12 of claims brought under the Labor Code Private Attorneys General Act of 2004 (the "PAGA
13 Allocation").

14 3.17. LWDA PAGA Allocation. The LWDA PAGA Allocation shall be Fifteen
15 Thousand Dollars (\$15,000.00), representing 75% of the PAGA Allocation, and shall be paid to
16 California's Labor and Workforce Development Agency ("LWDA") from the Gross Settlement
17 Amount by the Settlement Administrator no later than fifteen (15) calendar days after Defendants
18 fund the Gross Settlement Amount. The remaining Five Thousand Dollars (\$5,000.00),
19 representing 25% of the PAGA Allocation, shall be distributed to PAGA Members.

20 3.18. Defendants' Option to Terminate Settlement. If, after the Response Deadline and
21 before the Final Approval Hearing, five percent (5%) or more of the number of Settlement Class
22 Members submit timely and valid Requests for Exclusion from the Settlement, Defendants shall
23 have, in their sole discretion, the option to terminate this Settlement. Defendants shall exercise
24 their option to terminate, if they wish, prior to the Final Approval Hearing, provided the
25 Settlement Administrator has provided Defendants the number and percentage of valid and timely
26 Requests for Exclusion no later than fourteen (14) calendar days prior to the Final Approval
27 Hearing. If Defendants decide to void the Settlement, then the Settlement and conditional class
28 certification shall be considered void, and neither the Settlement, conditional class certification,

1 nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties
2 shall stand in the same position, without prejudice, as if this Settlement had been neither entered
3 into nor filed with the Court. Should Defendants void the Settlement under this paragraph,
4 Defendants shall be responsible for all Settlement Administration Costs incurred by the
5 Settlement Administrator through the date that Defendants notify the Settlement Administrator
6 that they are exercising the option to terminate the Settlement.

7 3.19. Settlement Administration Costs. The Settlement Administrator shall be paid for
8 the costs of administration of the Settlement from the Gross Settlement Amount. Such costs of
9 administration are not to exceed Eight Thousand Seven Hundred Seventeen Dollars and Ninety-
10 Two Cents (\$8,717.92), unless the court approves a higher amount. No fewer than twenty (20)
11 days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties
12 with a statement detailing the costs of administration. The Settlement Administrator, on
13 Defendants' behalf, shall have the authority and obligation to make payments, credits and
14 disbursements, including payments and credits in the manner set forth in this Settlement, to
15 Settlement Class Members, calculated in accordance with the methodology set out in this
16 Settlement and orders of the Court. The Parties agree to cooperate in the administration of the
17 Settlement and to make all reasonable efforts to control and minimize the costs and expenses
18 incurred in administration of the Settlement. The Parties each represent they do not have any
19 financial interest in the Settlement Administrator or otherwise have a relationship with the
20 Settlement Administrator that could create a conflict of interest. The Settlement Administrator
21 shall be responsible for: processing and mailing all payments described in the Settlement to the
22 Plaintiff, Class Counsel, Settlement Class Members and Verified Settlement Class Members, the
23 LWDA, and tax authorities; printing and mailing the Notice Packets to the Settlement Class
24 Members as called for in this Settlement and ordered by the Court; receiving and reporting Notice
25 of Objections and Requests for Exclusion submitted by Class Members; providing declaration(s)
26 as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as
27 the Parties mutually agree or the Court orders the Settlement Administrator to perform. The
28 Settlement Administrator shall keep the Parties timely apprised of the performance of all

1 Settlement Administrator responsibilities. Any legally mandated tax reports, tax forms, tax
2 filings, or other tax documents required by administration of this Settlement shall be prepared by
3 the Settlement Administrator. Any expenses incurred in connection with such preparation shall
4 be Settlement Administration Costs. The Settlement Administrator shall be paid the Settlement
5 Administration Costs no later than fifteen (15) calendar days after the Defendants fund the Gross
6 Settlement Amount.

7 3.20. Final Approval Hearing. At a reasonable time following the Response Deadline,
8 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the
9 Court shall determine amounts properly payable for (i) the Class Counsel Fees, (ii) the Class
10 Counsel Costs, (iii) the Class Representative Service Award, (iv) the LWDA PAGA Allocation;
11 and (v) the Settlement Administration Costs.

12 3.21. Entry of Final Judgment. If the Court approves this Settlement at the Final
13 Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the Gross
14 Settlement Amount has been fully funded, with the Court retaining jurisdiction over the Parties
15 to enforce the terms of the judgment. If the Court grants Final Approval to the Settlement, notice
16 of Final Approval shall be posted on the Settlement Administrator's website, at
17 www.phoenixclassaction.com.

18 3.22. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement
19 Class Members pursuant to this Settlement will not count as earnings or compensation for
20 purposes of any benefits (e.g., pensions or retirement plans) sponsored by Defendants. It is
21 expressly understood and agreed that the receipt of Individual Settlement Payments and/or PAGA
22 Payments shall not entitle any Settlement Class Member to additional compensation or benefits
23 under any collective bargaining agreement or under any bonus, contest, or other compensation or
24 benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle
25 any Settlement Class Member to any increased pension and/or retirement, or other deferred
26 compensation benefits. It is the intent of the Parties that payments from Net Settlement Amount
27 provided for in this Settlement are the sole payments to be made by Defendants to Settlement
28 Class Members in connection with this Settlement, with the sole exception of Plaintiff's Class

1 Representative Service Award, and that the Settlement Class Members are not entitled to any new
2 or additional compensation or benefits as a result of having received funds from the Net
3 Settlement Amount. Furthermore, the receipt of Individual Settlement Payments by Settlement
4 Class Members shall not, and does not, by itself establish any general, special, or joint
5 employment relationship between and among the Settlement Class Member(s) and Defendants.

6 3.23. Nullification of Settlement. In the event: (i) the Court does not enter the
7 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the
8 Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein;
9 or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and
10 void and any order or judgment entered by the Court in furtherance of this Settlement shall be
11 treated as void from the beginning. In such a case, the Parties and any funds to be awarded under
12 this Settlement shall be returned to their respective statuses as of the date and time immediately
13 prior to the execution of this Settlement, and the Parties shall proceed in all respects as if this
14 Settlement had not been executed. In the event an appeal is filed from the Court's Final Judgment,
15 or any other appellate review is sought, administration of the Settlement shall be stayed pending
16 final resolution of the appeal or other appellate review.

17 3.24. No Admission by the Parties. Defendants deny any and all claims alleged in this
18 Action and denies all wrongdoing whatsoever. This Settlement is not a concession or admission,
19 and shall not be used against Defendants as an admission or indication, with respect to any claim,
20 of any fault, concession, or omission by Defendants. Neither this Settlement, nor any of its terms
21 and conditions, nor any of the negotiations connected with it, is a concession or admission, and
22 none shall be used against Defendants as an admission or indication with respect to any claim of
23 any fault, concession, or omission by Defendants, or that class certification is proper under the
24 standard applied to contested certification motions. The Parties stipulate and agree to the
25 certification of the Settlement for settlement purposes only. The Parties further agree that this
26 Settlement will not be admissible in this or any other proceeding as evidence that either: (i) a class
27 action should be certified or (ii) Defendants are liable to Plaintiff or any Class Member, other
28 than according to the terms of this Settlement.

1 3.25. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
2 the interpretation, calculation or payment of settlement claims, or other disputes regarding
3 compliance with this Settlement shall be resolved as follows:

4 3.25.1. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
5 Members, or Defendants at any time believe that the other Party or Parties have breached or acted
6 contrary to the Settlement, that Party shall notify the other Party or Parties in writing of the alleged
7 violation.

8 3.25.2. Upon receiving notice of the alleged violation or dispute, the responding
9 Party shall have ten (10) days to correct the alleged violation and/or respond to the initiating Party
10 with the reasons why the Party disputes all or part of the allegation.

11 3.25.3. If the response does not address the alleged violation to the initiating
12 Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their
13 differences.

14 3.25.4. Prior to the Court's involvement pursuant to paragraph 3.35, if the Parties
15 still cannot resolve a dispute, the Parties shall utilize the services of the Mark LeHocky, Esq.
16 (Mediator) in a good-faith attempt to mediate and resolve the dispute.

17 3.25.5. If the Parties are unable to resolve their differences after twenty (20) days,
18 either Party may file an appropriate motion for enforcement with the Court.

19 3.26. Exhibits and Headings. The terms of this Settlement include the terms set forth in
20 Exhibits A and B, which are attached to this Settlement and incorporated by this reference as
21 though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of the
22 Settlement. The descriptive headings of any paragraphs or sections of this Settlement are inserted
23 for convenience of reference only and do not constitute a part of this Settlement.

24 3.27. Interim Stay of Proceedings. The Parties agree that upon the execution of this
25 Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The
26 Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330
27 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this
28 settlement process.

1 3.28. Amendment or Modification. This Settlement may be amended or modified only
2 by a written instrument signed by all the Parties and counsel for all Parties or their successors-in-
3 interest.

4 3.29. Entire Settlement. This Settlement and any attached Exhibits constitute the entire
5 agreement among these Parties, and no oral or written representations, warranties, or inducements
6 have been made to any Party concerning this Settlement or its exhibits, other than the
7 representations, warranties, and covenants contained and memorialized in the Settlement and its
8 exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
9 on the Parties.

10 3.30. Authorization to Enter into Settlement. Counsel for all Parties warrant and
11 represent they are expressly authorized by the Parties whom they represent to negotiate this
12 Settlement and to take all appropriate actions required or permitted to be taken by such Parties
13 pursuant to this Settlement to effectuate its terms, and to execute any other documents required
14 to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each
15 other and use their best efforts to affect the implementation of the Settlement. In the event the
16 Parties are unable to reach agreement on the form or content of any document needed to
17 implement the Settlement, or on any supplemental provisions that may become necessary to
18 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
19 such disagreement. The person signing this Settlement on behalf of Defendants represents and
20 warrants that he or she is authorized to sign this Settlement on behalf of Defendants. Plaintiff
21 represents and warrants they are authorized to sign this Settlement and that they have not assigned
22 any claim, or part of a claim, covered by this Settlement to a third-party.

23 3.31. No Prior Assignments. The Parties and their counsel represent, covenant, and
24 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
25 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
26 action, cause of action or right herein released and discharged.

27 3.32. California Law Governs. All terms of this Settlement and the exhibits hereto shall
28 be governed by and interpreted according to the laws of the State of California.

1 3.33. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
2 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
3 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
4 present and potential.

5 3.34. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
6 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
7 implementation, and enforcement of the terms of this Settlement and all orders and judgments
8 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction
9 of the Court for purposes of interpreting, implementing, and enforcing this Settlement and all
10 orders and judgments entered in connection therewith.

11 3.35. Invalidity of Any Provision. Before declaring any provision of this Settlement
12 invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent
13 possible, consistent with applicable precedents.

14 3.36. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
15 conditional class certification for purposes of this Settlement only.

16 3.37. Cooperation. The Parties agree to cooperate fully with one another to accomplish
17 and implement the terms of this Settlement. Such cooperation shall include, but not be limited
18 to, execution of such other documents and the taking of such other action as may be reasonably
19 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best
20 efforts, including all efforts contemplated by this Settlement and any other efforts that may
21 become necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

22 3.38. Publicity. Plaintiff agrees not to disclose or publicize the Settlement Agreement
23 contemplated herein, the facts of the Settlement Agreement, its terms or contents, or the
24 negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly,
25 to any person or entity, except to Settlement Class members and as shall be contractually required
26 to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited
27 purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class
28 Counsel may disclose the names of the Parties in this Action, the venue/case number of this

1 Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class
2 Counsel may also include a general description of the Settlement on their respective websites, but
3 may not include the name(s) of any of the Parties, including the Defendants, or any of the Released
4 Parties, or the case name or case number of the Action.

5 3.39. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
6 and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly
7 against one party than another merely by virtue of the fact that it may have been prepared by
8 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
9 between the Parties, all Parties have contributed to the preparation of this Settlement.

10 3.40. Representation by Counsel. The Parties acknowledge that they have been
11 represented by counsel throughout all negotiations that preceded the execution of this Settlement,
12 and that this Settlement has been executed with the consent and advice of counsel, and reviewed
13 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
14 Settlement.

15 3.41. All Terms Subject to Final Court Approval. All amounts and procedures described
16 in this Stipulation are subject to final Court approval.

17 3.42. Notices. Unless otherwise specifically provided, all notices, demands or other
18 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on
19 the third business day after mailing; and (3) sent via United States registered or certified mail,
20 return receipt requested, addressed as follows:

21 **To Plaintiff:**

22 Kevin Mahoney, Esq.
23 John A. Young, Esq.
24 Raleigh Dixon, Esq.
25 MAHONEY LAW GROUP
26 249 East Ocean Boulevard, Suite 814
27 Long Beach, CA 90802
28 Telephone: (562) 590-5550
Facsimile: (562) 590-8400

To Defendants:

Timothy B. Nelson
Douglas R. Leach
MEDINA McKELVEY LLP
925 Highland Pointe Dr
Suite 300
Roseville, CA 95678
Telephone: (916) 960-2211

1 3.43. Execution by Settlement Class Members. It is agreed that it is impossible or
2 impractical to have each Settlement Class Member execute this Settlement. The Notice of
3 Settlement will advise all Settlement Class Members of the binding nature of the release and such
4 shall have the same force and effect as if each Settlement Class Member executed this Settlement.

5 3.44. Execution by Plaintiff and Defendants. Plaintiff and Defendants, by signing this
6 Settlement, are bound by the terms herein.

7 3.45. Binding Agreement. The Parties warrant that they understand and have full
8 authority to enter into this Settlement, and further intend that this Settlement will be fully
9 enforceable and binding on all Parties, and agree that it will be admissible and subject to
10 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
11 provisions that otherwise might apply under federal or state law.

12 3.46. Counterparts. This Settlement shall become effective upon its execution by all
13 of the undersigned. Plaintiff and Defendants may execute this Settlement in counterparts, and
14 execution of counterparts shall have the same force and effect as if each had signed the same
15 instrument. Copies of the executed Settlement shall be effective for all purposes as though the
16 signatures contained therein were original signatures.

17 3.47. The Parties, Class Counsel and Defendants' Counsel represent that they are not
18 aware of any other pending matter or action asserting claims that will be extinguished or
19 affected by the Settlement.
20
21
22
23

24 [SIGNATURES ON THE FOLLOWING PAGE]
25
26
27
28

1 Dated: 01 / 17 / 2024

PLAINTIFF PERLA VELASCO

2 

3 Perla Velasco

4
5
6 Dated: _____

DEFENDANT GARTON TRACTOR,
INC.

7
8
9 By: _____

10 Dated: _____

DEFENDANT WILLIAM GARTON

11
12
13 By: William Garton

14 APPROVED AS TO FORM ONLY:

15
16 Dated: _____

MAHONEY LAW GROUP, APC

17
18
19 Kevin Mahoney
20 John A. Young
21 Raleigh Dixon
22 Attorneys for Plaintiff Perla Velasco

23 Dated: _____

MEDINA McKELVEY LLP

24
25 Timothy B. Nelson
26 Douglas R. Leach
27 Attorneys for Defendants Garton Tractor,
28 Inc. and William Garton

1 Dated: _____

PLAINTIFF PERLA VELASCO

2
3 _____
4 Perla Velasco

5
6 Dated: 1-22-2024

DEFENDANT GARTON TRACTOR,
INC.

8
9 By: _____



10 Dated: 1-22-2024

DEFENDANT WILLIAM GARTON

11
12 By: _____



13
14 APPROVED AS TO FORM ONLY:

15
16 Dated: 1/22/2024

MAHONEY LAW GROUP, APC

17
18 _____
19 

20 Kevin Mahoney
21 John A. Young
22 Raleigh Dixon
23 Attorneys for Plaintiff Perla Velasco

24
25 Dated: January 22, 2024

MEDINA McKELVEY LLP

26
27 _____
28 

Timothy B. Nelson
Douglas R. Leach
Attorneys for Defendants Garton Tractor,
Inc. and William Garton

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF STANISLAUS
VELASCO V. GARTON TRACTOR, INC., ET AL., CASE NO. CV-23-003740**

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

**ATTENTION: IF YOU HAVE BEEN EMPLOYED BY GARTON TRACTOR, INC. AND
WILLIAM GARTON, AS A NON-EXEMPT HOURLY PAID EMPLOYEE IN
CALIFORNIA AT ANY TIME DURING THE PERIOD BEGINNING JULY 5, 2019
THROUGH FEBRUARY 10, 2024, YOU ARE ENTITLED TO A SHARE OF A
PROPOSED CLASS ACTION SETTLEMENT.**

*Garton Tractor's records show that, between July 5, 2019 through
February 10, 2024 you worked <<weeks worked>> as a non-exempt employee.
Based on these records, your estimated minimum settlement payment is
<<estimated amount>>.*

TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE CAREFULLY.

- A proposed class action settlement (the “Settlement”) has been reached between Plaintiff Perla Velasco (“Plaintiff”), on behalf of herself and the below-defined Settlement Class, and Defendant Garton Tractor, Inc and William Garton (“Defendants”).
- The Settlement resolves a class action lawsuit (the “Action”) about Plaintiff’s allegations that Defendants failed to provide compliant meal periods, failed to provide compliant rest periods, failed to pay minimum wages, failed to pay overtime wages, failed to pay all wages at termination, failed to pay waiting time penalties, failed to provide accurate wage statements, failed to reimburse for necessary business expenditures, engaged in unfair business practices, and is liable for civil penalties. Defendants deny all liability to Class Members, asserts that it properly and timely compensated employees for all wages owed, including minimum wages, overtime wages, and final wages; properly and timely provided accurate itemized wage statements; properly and timely provided meal and rest periods; fully complied with all applicable wage and hour laws; has not engaged in any unfair business practices; and has entered into the Settlement solely for purposes of resolving this dispute.
- The number of Workweeks is determined by calculating the number of hours actually worked by each Class Member worked at Garton Tractor, Inc. during the Class Period, and dividing by forty (40). The number of hours worked by each Class Member will not include vacation hours, sick hours, hours in which an employee was on leave, or any other hours that do not reflect time the Class Member was actively working for Garton Tractor, Inc.

**Your estimated minimum settlement payment and covered weeks worked during the
relevant period are printed on the notice below.**

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive a settlement payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants involving the same or similar legal claims as the ones in this Action, based on the facts alleged in this Action. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF FROM THE CLASS	Submit a request for exclusion post marked no later than [Response Deadline]. This is the only way for you to be part of any other lawsuit against Defendants involving the same or similar legal claims as the ones in this Action. If you submit a Request for Exclusion, you will <u>not</u> receive a class settlement payment and you will <u>not</u> be bound by the terms of the Settlement. If you request to be excluded from the Settlement, you will still receive a PAGA individual payment if you worked during the PAGA Period (June 16, 2022 through February 10, 2024) also referred to as the “PAGA Period”, and shall be bound by the PAGA release.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection and any supporting papers to the Settlement Administrator. The Objection must be postmarked no later than [Response Deadline]. You may also attend the Final Approval Hearing, with or without an attorney, to voice your objections (whether you had previously mailed a written objection or not).
GO TO THE HEARING	You may also attend the Final Approval Hearing, with or without an attorney, to voice your objections, if any (whether you had previously mailed a written objection or not). If the Court approves the Settlement, you will be bound by it.

- These rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this Action still has to decide whether to grant final approval of the Settlement. Settlement payments will only be issued if the Court grants final approval of the Settlement.
- Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why Did I Get This Notice?

Defendants' records show that you are, or have been, employed by Garton Tractor, Inc. as a non-exempt, hourly employee at some point in California during the period from July 5, 2019 through February 10, 2024. This notice explains the Action, the Settlement, and your legal rights.

The lawsuit is known as *Velasco v. Garton Tractor, Inc., et al.*, and is pending in the Superior Court of California for the County of Stanislaus, Case No. CV-23-003740 (the "Action"). Perla Velasco is called the Plaintiff, and she sued, Garton Tractor, Inc. and William Garton, and they are called the Defendants.

2. What is the Action About?

The Action generally involves claims under California's wage and hour laws. Plaintiff is a former non-exempt employee of Defendants. Plaintiff alleges that Defendants did not compensate its employees for all hours worked, did not provide Plaintiff with compliant meal and rest breaks, did not provide accurate itemized wage statements, failed to pay wages upon ending employment, and failed to indemnify for expenditures. As a result, Plaintiff alleges that Plaintiff and Class Members (defined in response to Question 4 below) are entitled to recover unpaid wages, including minimum and overtime wages, interest, reimbursement of business expenditures, and penalties. Defendants deny they engaged in any wrongful conduct or they violated the law in any way, and they believe that Plaintiff and the Class were properly compensated and provided meal and rest breaks, reimbursement for necessary business expenditures, and accurate itemized wage statements.

3. Why is This A Class Action?

Class action lawsuits are generally used where a large number of individuals are believed to be affected. In a class action, one or more persons, called the "Plaintiff" (in this case, Perla Velasco), sue on behalf of people who have similar alleged claims. All of these people are a "class" or "class members." Once the class is certified, the Court resolves the issues for all class members, except for those who exclude themselves from the class. Class certification does not mean that there was any wrongdoing on the part of Defendants. On **[insert date]**, the Honorable John D. Freeland issued an order conditionally certifying the Settlement Class for Settlement purposes only.

4. Who Is In The Settlement Class?

"Settlement Class Members" or "Settlement Class" means all non-exempt, hourly paid employees currently and formerly employed by Defendants in the state of California from July 5, 2019 through February 10, 2024, that have not elected to be excluded from this settlement.

5. Why Is There A Settlement?

After conducting thorough investigation, including review of policies, payroll records, time records and other documents and data, both sides have agreed to the Settlement as described in this notice to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken or that Defendants engaged in any wrongdoing. Defendants deny all of the claims asserted in the Action and deny that they have violated any laws. A settlement permits the parties to avoid the cost, delay, and uncertainty of trial, and permits eligible Class Members to receive some compensation sooner, rather than engaging in years of further litigation – including motions for summary judgment, trial, and an appeal – with the possibility of no recovery at all. The Settling Parties disagree on both liability and damages, and do not agree on the average amount of damages, if any, that would be recoverable if Plaintiff was to prevail at trial on each claim. Nonetheless, Defendants have concluded that further defense of this Action would be protracted and expensive, and that it is desirable that this Action be fully and finally settled upon the terms and conditions approved by the Court to limit further expense and avoid the burden of protracted litigation. Defendants entered a proposed Settlement without in any way admitting to or acknowledging any fault, liability or wrongdoing of any kind. There has been no adverse determination by any court against Defendants or anyone else on the merits of the claims asserted in the Complaint.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What Does The Settlement Provide?

Under the terms of the Settlement, Defendants agree to pay a Gross Settlement Amount of Three Hundred Thirty Thousand Dollars (\$330,000.00). Defendants will fund the Gross Settlement Amount no later than fourteen (14) days after the Final Approval Date if no Class Members object to the Settlement. Individual Settlement Payments will be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known addresses no later than fourteen (14) calendar days after Defendants fund the Gross Settlement Amount.

Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees, not to exceed one hundred ten thousand dollars (\$110,000.00), which is one-third of the Gross Settlement Amount; attorneys' actual costs, not to exceed twelve thousand dollars (\$12,000.00); Class Representative Service Award to Plaintiff for her service as Plaintiff and class representative, not to exceed ten thousand dollars (\$10,000.00); a payment of fifteen thousand dollars (\$15,000.00) to the State of California Labor and Workforce Development Agency ("LWDA") for alleged civil penalties; and the fees and expenses of the Settlement Administrator, Phoenix Settlement Administrators, not to exceed eight thousand seven hundred seventeen dollars and ninety-two cents (\$8,717.92), which will result in a net amount payable by Defendants for distribution to Settlement Class Members who do not opt out ("The Net Settlement Amount"). The remaining five thousand dollars (\$5,000.00) of the PAGA Allocation, will be paid to Class Members who worked during the PAGA Period based on the number of pay periods worked by the Class Member during the PAGA Period.

Individual Class Settlement Payment Formula: The Net Settlement Amount will be distributed to Settlement Class Members who do not opt out of the Settlement (“Participating Class Members”), as follows: After deducting the Class Counsel Fees and Class Counsel Costs, the LWDA PAGA Allocation, the Class Representative Service Award, and Settlement Administration Costs, the remaining funds (the “Net Settlement Amount”), shall be distributed as follows: The Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks Class Members worked for Defendants during the Class Period in order to determine the amount each Settlement Class Member is entitled to for each workweek he or she worked for Defendants (the “Weekly Amount”) during the Class Period. The Settlement Administrator shall multiply the Weekly Amount by the estimated total number of workweeks that each Settlement Class Member worked for Defendants during the Class Period. The product of each calculation represents the gross Individual Settlement Payment for the respective Settlement Class Member. The Settlement Administrator shall then deduct Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for each respective Class Member. Within twenty-one (21) calendar days after Preliminary Approval, Defendants shall provide the Settlement Administrator with any information reasonably necessary to perform the calculation of number of workweeks for each Class Member, and any other reasonably required information the Settlement Administrator requests to perform the calculations required under this Settlement. Defendants shall have no responsibility for deciding the validity of any Individual Settlement Payment or any other payments made pursuant to this Settlement, shall have no involvement in or responsibility for the determination or payment of Employee Taxes, and shall have no liability for any errors made with respect to such Employee Taxes.

No benefit, including but not limited to pension benefits, shall increase or accrue as a result of any payment made as a result of the Settlement.

The Parties recognize that the settlement amounts to be paid to the Participating Class Members are for wages, interest, and penalties. The Parties agree that twenty percent (20%) of the Participating Class Member payments shall be reported as wages on IRS Form W-2 and its state and local equivalents, and eighty percent (80%) shall be reported as interest and penalties on IRS Form 1099 and its state and local equivalents. **The Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any employee tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has questions.** Each Participating Class Member’s pro rata gross distribution amount will be reduced by the amount of any required employee-related tax deductions.

Individual PAGA Settlement Payment Formula: Each PAGA Member’s Individual PAGA Payment will be calculated based on the total number of pay periods he or she worked during the PAGA Period. To establish the pay period value, the Settlement Administrator will first determine the total number of pay periods worked by PAGA Members during the PAGA Period. Five thousand dollars (\$5,000.00), which is 25% of the PAGA Allocation, will then be divided by the total number of pay periods worked by PAGA Members during the PAGA Period to determine

the pay period value. The PAGA Member Allocation represents the portion of civil penalties awarded directly under PAGA, and shall be allocated as 100% penalties. The Settlement Administrator will report the PAGA Payments on IRS 1099 Forms. PAGA Members will not be required to submit a claim form in order to be issued a check for their share of the PAGA Payment. The PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims. Upon receipt of the PAGA Payment, PAGA Members shall be deemed to have released the PAGA Claims as to civil and statutory penalties, and any other interest, liquidated damages, attorney's fees and costs related to the PAGA Claims.

GARTON TRACTOR'S RECORDS INDICATE YOU WORKED APPROXIMATELY [INSERT WORKWEEKS] WORKWEEKS DURING THE SETTLEMENT CLASS PERIOD.

GARTON TRACTOR'S RECORDS INDICATE YOU WORKED APPROXIMATELY [INSERT PAY PERIODS] PAY PERIODS DURING THE PAGA PERIOD.

BASED ON YOUR TOTAL WORKWEEKS DURING THE CLASS PERIOD AND PAY PERIODS WORKED DURING THE PAGA PERIOD, YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT IS [INSERT AMOUNT], TO BE ISSUED LESS APPLICABLE TAXES.

To the extent any Participating Class Member disputes any aspect of his or her payment, that Participating Class Member must complete a workweek dispute report form and produce supporting evidence to the Settlement Administrator and it must be postmarked no later than [Response Deadline]. Late workweek dispute forms will not be considered. Defendants' records will be presumed determinative.

Once the Settlement becomes final (as described in response to Question 17 below), the process of funding the Gross Settlement Amount (as described above) will begin. The Individual Settlement Payments to Participating Class Members will be made within sixty (60) calendar days after Defendants fully fund the Settlement. Additionally, any settlement checks that are not cashed within one hundred eighty (180) days after mailing shall thereafter be paid to the California State Controller in the name of the Class Member who did not cash his or her check.

7. What Am I Giving Up In Exchange For Settlement Benefits?

In exchange for the consideration provided, Plaintiff and each member of the Settlement Class who does not submit a valid Request for Exclusion (defined in response to Question 10 below) will release William Garton and Garton Tractor, Inc., and each of their parent companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns, or any related entity that was the "employer" of Class Members (collectively, the "Released Parties") from any and all claims during the Class Period which were or could have been raised based on the facts, conduct, and/or omissions alleged in the Action, including all wage and hour claims, demands, rights, liabilities, and causes of action for unpaid wages, including minimum wage payments, regular wages, overtime wages; failure to

pay wages during employment; failure to pay all wages due upon separation of employment; failure to maintain and provide accurate records; meal and rest break violations; failure to pay meal and rest break premiums; wage statement violations; failure to reimburse for necessary business expenditures; violation of the Private Attorneys General Act (California Labor Code section 2698, *et seq.*); claims for civil and statutory penalties, interest, liquidated damages, attorneys' fees and costs; claims under California Labor Code sections 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698-2699.5, and applicable Industrial Welfare Commission Wage Orders; and claims under California Business & Professions Code sections 17200-17204. It is understood and agreed that Released Claims do not include claims for workers' compensation, unemployment, or disability benefits of any nature, nor any claims, actions, or causes of action which may be possessed by Settlement Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code section 12940, *et seq.*; the Unruh Civil Rights Act, California Civil Code section 51, *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; and all of their implementing regulations and interpretive guidelines. No release in this Agreement shall become effective until the Gross Settlement Amount is fully funded.

HOW TO GET A SETTLEMENT PAYMENT

8. How Do I Get A Settlement Payment?

If you do not exclude yourself from the Settlement, you will automatically receive a class settlement payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement receives final approval by the Court; and you will give up your rights to be part of any other lawsuit against the Released Parties involving the same or similar legal claims as the ones in this case, based on the facts alleged in the Action. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). If you worked during the PAGA Period, you will also receive a PAGA Payment and will be bound by the release of PAGA claims.

9. When Will I Get My Check?

Checks will be mailed to Participating Class Members after the Gross Settlement Amount is fully funded (as described in response to Question 6 above). If the judge approves the Settlement after a hearing on **[insert date]** (see "The Court's Final Approval Hearing" section below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Please also be advised that you will have only 180 days from the date that your settlement check is issued to cash it. If you do not cash your settlement check within 180 days of the date of its issuance, your Individual Settlement Payment will be voided. **Assuming there are no appeals, it is estimated that you will receive your settlement check within approximately sixty (60) days after the Court grants final approval of the Settlement** (see "The Court's Final Approval Hearing" section below).

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How Do I Ask The Court to Exclude Me From the Settlement Class?

If you do not wish to participate in the Settlement (“opt out”), you must complete and send a timely request for exclusion. A Class Member may submit a Request for Exclusion by submitting a writing that contains: (1) the name, address, and the last four digits of the Social Security number and/or the entire Employee ID number of the Class Member requesting exclusion; (2) a clear statement requesting to be excluded from the Class Settlement; (3) must be signed by the Class Member; and (4) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed a valid Request for Exclusion from this Settlement. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. A Request for Exclusion must be signed, dated, and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than [Response Deadline] to:

**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

Requests for Exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Class Members who fail to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court. Finally, any Requests for Exclusion will not apply to your Individual PAGA Settlement Payment if you worked during the PAGA Period. You will receive your Individual PAGA Settlement Payment regardless of your Request for Exclusion and you will be bound by the PAGA release if the Settlement is approved.

11. If I Exclude Myself, Can I Get Anything From the Class Settlement?

No. If you exclude yourself now, you will not get anything from the settlement. If you ask to be excluded within the time allowed for a Request for Exclusion, you will not get an Individual Class Settlement Payment and you will not be bound by the Settlement. However, as stated in section 10, even if you submit a Request for Exclusion from the Class Action Settlement, it will not apply to your Individual PAGA Settlement Payment if you worked during the PAGA period and you will receive your Individual PAGA Settlement Payment regardless of your Request for Exclusion and you will be bound by the PAGA release if the Settlement is approved.

12. If I Don’t Exclude Myself, Can I Sue Later?

No. Unless you exclude yourself, you give up the right to sue the Released Parties for the claims that were or could have been brought based on the facts as alleged in this Action. You must exclude yourself from the Class Action Settlement within the time indicated in the response to

Question 10 above if you wish to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I Have a Lawyer In This Case?

The Court has appointed the following lawyers to serve as Class Counsel for the Settlement Class:

Kevin Mahoney, Esq. (SBN: 235367)

kmahoney@mahoney-law.net

John A. Young (SBN: 299808)

jyoung@mahoney-law.net

Raleigh Dixon (SBN: 340483)

rdixon@mahoney-law.net

MAHONEY LAW GROUP, APC

249 East Ocean Boulevard, Suite 814

Long Beach, CA 90802

Telephone No.: (562) 590-5550

Facsimile No.: (562) 590-8400

14. How Will The Costs of the Lawsuit and The Settlement Be Paid?

Subject to court approval, Defendants agree to pay, as part of the Gross Settlement Amount, one hundred ten thousand dollars (\$110,000.00) in attorneys' fees, and up to twelve thousand dollars (\$12,000.00) in actual costs, to Class Counsel. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount for distribution to Participating Class Members.

In addition, and subject to Court approval, Defendants agree to pay Plaintiff, as part of the Gross Settlement Amount, a total of up to ten thousand dollars (\$10,000.00), as a Class Representative Service Award for her participation in this lawsuit and for taking on the risk of litigation. Defendants also agree to pay, as part of the Gross Settlement Amount, the PAGA Allocation of twenty thousand dollars (\$20,000.00). Defendants also agree to pay, as part of the Gross Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, not to exceed eight thousand seven hundred seventeen dollars and ninety-two cents (\$8,717.92). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

15. How Do I Object to the Settlement?

Any Settlement Class Member may object to the proposed Settlement for any reason by completing a written objection. The written objection must be mailed to the Settlement Administrator at the following address by regular U.S. Mail, or the equivalent, postmarked no

later than [Response Deadline]:

Phoenix Settlement
Administrators
P.O. Box 7208
Orange, CA 92863

A written objection must be signed by the Settlement Class Member and must state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the entire Employee ID number; (4) the basis for the objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval Hearing. If a Settlement Class Member wishes to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present his or his objection to the Court, they may do so whether or not they submitted a written objection to the Settlement Administrator. They may also hire counsel to represent them at the final approval hearing. Any Settlement Class Member who submits an objection or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. Settlement Class Members who submit Requests for Exclusion may not object to the proposed Settlement.

16. What's The Difference Between Objecting and Asking to be Excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. Whether you have filed an objection on time or not, you may attend and you may ask to speak, but you don't have to.

It is not necessary for you to appear at this hearing. You may appear and speak at the hearing if you want to do so, remotely or in-person. You can arrange for a remote appearance via telephone through the Court's online process available through the court's website at <https://www.stanislaus.courts.ca.gov/online-services/remote-telephonic-hearings>. Any attorney who will represent you must file a notice of appearance with the Court and serve the notice of appearance on Class Counsel and counsel for Defendants on or before [one week before the hearing]. You will be solely responsible for the fees and costs of your own attorney.

17. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing on [insert time/date] in Department 23 at the Superior Court of California for the County of Stanislaus, located at 801 10th Street Modesto, CA 95354. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who ask to speak at the hearing. The Court will also decide how much should be paid for Class Counsel's fees and costs, the Settlement Administrator's costs, the PAGA Allocation, and

Plaintiff's Class Representative Service Award. After the hearing, the Court will decide whether to approve the Settlement. If the Court grants final approval of the Settlement, the date which the Court grants final approval of the Settlement will be the Final Approval Date. We do not know how long these decisions will take.

18. Do I Have to Come to the Hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it, however, you are welcome to do so. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend and represent you, but it is not required.

19. May I Speak At The Hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted a written objection.

IF YOU DO NOTHING

20. What Happens If I Do Nothing At All?

If you do nothing, you will automatically receive a payment from this Settlement (assuming the Settlement is approved and not successfully appealed) as described above and you will be bound by the release of the claims described above and in the Settlement. If the Court grants final approval to the Settlement, notice of the final approval shall be posted on the Settlement Administrator's website at www.phoenixclassaction.com.

GETTING MORE INFORMATION

21. How Do I Get More Information?

This notice summarizes the Settlement. More details are in the Settlement. You may contact Class Counsel or the Settlement Administrator for more information. You may contact Class Counsel by email at jyoung@mahoney-law.net or rdixon@mahoney-law.net or by phone at (562) 590-5550, or visit the Settlement Administrator website at www.phoenixclassaction.com/[INSERT BY ADMINISTRATOR] for more information. You may also view the entire case file, you can go to the Clerk's Office of the Superior Court of California for the County of Stanislaus, located at 801 10th Street Modesto, CA 95354.

**PLEASE DO NOT TELEPHONE, EMAIL OR WRITE THE COURT, THE
OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS
SETTLEMENT.**

EXHIBIT B

CLASS WORKWEEK DISPUTE FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – STANISLAUS COUNTY
VELASCO V. GARTON TRACTOR, INC., ET AL.

<<Name>> _____
«Address>> _____
<<City>>, <<State>> <<Zip Code>> _____
XX - XX - ____

Indicate Name/Address Changes, if any: _____

INSTRUCTIONS

IF YOU WERE EMPLOYED BY GARTON TRACTOR, INC. (“DEFENDANT”) AS AN HOURLY EMPLOYEE, BETWEEN JULY 5, 2019 AND FEBRUARY 10, 2024 THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon the Workweeks you worked for Defendant in California between July 5, 2019 and February 10, 2024. “Workweeks” are defined as the number of hours actually worked by each Class Member worked at Garton Tractor, Inc. during the Class Period, and dividing by forty (40). The number of hours worked by each Class Member will not include vacation hours, sick hours, hours in which an employee was on leave, or any other hours that do not reflect time the Class Member was actively working for Garton Tractor, Inc. The number of Workweeks applicable to your claim is set forth below. If you believe that the number of weeks stated is incorrect, you may dispute the number of weeks by submitting a completed Dispute Form with supporting documentation on or before _____ [45 days after initial mailing]. **If you believe that the number of weeks stated below is correct, you do not have to do anything.**

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

I. YOUR COMPENSABLE WORK WEEKS

Defendant’s records show that during the Class Period (July 5, 2019 to February 10, 2024), you worked as an hourly employee, in California, which qualifies you as a Class Member and your total number of Workweeks in this position are: <<**NUMBER OF WORKWEEKS**>>.

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the above number of Workweeks, your estimated pre-tax Settlement Payment is <<**INSERT**>>.

III. CHALLENGE TO WORK WEEKS

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

Check a box below **ONLY** if you wish to dispute the dates listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my work weeks is _____. I have also included information and/or documentary evidence that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Settlement Administrator. The Court shall have the right to review any decision made by the Settlement Administrator regarding any dispute. The Parties are required to file with the Court all disputes submitted by Class Members, all evidence submitted, and the resolution of the dispute(s).

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

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

VELASCO V. GARTON TRACTOR, INC., ET AL.
Settlement Administrator
c/o
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

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