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13  
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SAN JOAQUIN

16  
17 LEONIL TALAROC, individually, and on behalf  
of other members of the general public, similarly  
18 situated;

19 Plaintiff,

20 v.

21 MUSCO FAMILY OLIVE CO., an unknown  
business entity; and DOES 1 through 100,  
inclusive;

22 Defendants.  
23  
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Case No. STK-CV-UOE-2018-6189

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

Action Filed: May 25, 2018

Trial Date: Not Yet Assigned

1 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement  
2 Agreement”) is made by and between Plaintiff LEONIL TALAROC (“Plaintiff”), on his own  
3 behalf and on behalf of all members of the Settlement Class, as defined below, on the one hand,  
4 and Defendant MUSCO FAMILY OLIVE CO. (“Defendant”) on the other hand (collectively the  
5 “Parties”), in the lawsuit entitled *Leonil Talaroc v. Musco Family Olive Co.*, filed in San Joaquin  
6 County Superior Court, Case No. STK-CV-UOE-2018-6189 (“Litigation”). This Settlement  
7 resolves all claims that were asserted or could have been asserted against Defendant pertaining to  
8 the claims in the Litigation.

9 **I. DEFINITIONS**

10 **A. “Administration Costs”** means all administrative costs of settlement, including  
11 costs of notice to the Settlement Class, settlement administration, and any fees and costs incurred  
12 or charged by the Settlement Administrator in connection with the execution of its duties under this  
13 Settlement.

14 **B. “Class Counsel” or “Plaintiff’s Counsel”** mean Lawyers for Justice, PC and the  
15 Parris Law Firm, and all the lawyers of these firms acting on behalf of Plaintiff and the Settlement  
16 Class.

17 **C. “Class Members”** means all current and former hourly-paid or non-exempt  
18 employees who are or were employed by Defendant in California during the Class Period  
19 (collectively referred to as the “Class”).

20 **D. “Class Settlement Period” or “Class Period”** means the period from May 25, 2014  
21 through the date of Preliminary Approval of the Settlement by the court or June 7, 2023 (90 days  
22 from the date of acceptance of the mediator’s proposal), whichever is earlier.

23 **E. “Court”** means the Superior Court of the State of California for the County of San  
24 Joaquin.

25 **F. “Defendant”** as used herein shall mean Musco Family Olive Co., as named by  
26 Plaintiff in the operative complaint in the *Talaroc* matter.

27 **G. “Effective Date”** means the date on which the Final Approval Order becomes Final.  
28

1           **H. “Final”** means: (1) if an objection to the Settlement is timely and validly submitted  
2 and a notice of appeal from the Court’s Final Approval Order is timely and validly filed and served  
3 on all Parties, the date of final affirmation of the Final Approval Order from any appeal, the  
4 expiration of the time for, or the denial of, a petition to review the Final Approval Order, or if  
5 review is granted, the date of final affirmation of the Final Approval Order following review  
6 pursuant to that grant; or (2) if an objection to the Settlement is timely and validly submitted and a  
7 notice of appeal from the Court’s Final Approval Order is timely and validly filed and served on  
8 all Parties, the date of final dismissal of any appeal from the Final Approval Order or the final  
9 dismissal of any proceeding to review the Final Approval Order, provided that the Final Approval  
10 Order is affirmed and/or not reversed in any part; or (3) if an objection to the Settlement is timely  
11 and validly submitted and no appeal is filed, the expiration date of the time for the filing or noticing  
12 of any appeal from the Court’s Final Approval Order; or (4) if no objection to the Settlement is  
13 timely and validly submitted, the date of the Final Approval Order.

14           **I. “Final Approval Order”** as used herein means the final formal judgment entered  
15 by the Court at the Final Approval Hearing in accordance with the terms herein, approving this  
16 Agreement.

17           **J. “Individual Settlement Payments”** means payments made to the Settlement Class  
18 Members from the Net Settlement Fund as part of the Settlement.

19           **K. “PAGA Members”** means all current and former hourly-paid or non-exempt  
20 employees who are or were employed by Defendant in California during the PAGA Period.

21           **L. “PAGA Settlement Period” or “PAGA Period”** means the period from July 3,  
22 2022 through the date of Preliminary Approval of the Settlement by the court or June 7, 2023 (90  
23 days from the date of acceptance of the mediator’s proposal), whichever is earlier.

24           **M. “Plaintiff”** as used herein means Leonil Talaroc.

25           **N. “Maximum Settlement Amount”** means the sum of One Million Four Hundred  
26 Thousand Dollars (\$1,400,000.00), which shall be paid by Defendant, and from which all  
27 Individual Settlement Payments, Court-approved Attorneys’ Fees and Litigation Costs pursuant to  
28 Section XIV, Administration Costs pursuant to Section IX, Enhancement Payment pursuant to

1 Section XV, and PAGA Penalties pursuant to Section XVII. This Maximum Settlement Amount  
2 includes the Prior Paid Credit of \$200,000 for prior settlement payments that Defendant made to  
3 potential class members, and this Prior Paid Credit of \$200,000 shall be deducted from the total  
4 amount that Defendant must pay to fund the settlement, such that Defendant shall only have to pay  
5 One Million Two Hundred Thousand Dollars (\$1,200,000.00) to fully fund the settlement, plus any  
6 additional payroll taxes on the wages portion of the Net Settlement Fund.

7 **O. “Prior Paid Credit”** means the sum of Two Hundred Thousand Dollars (\$200,000),  
8 which is a credit for settlement payments that Defendant has already made to potential class  
9 members.

10 **O. “Net Settlement Fund”** means the Settlement Amount minus the Prior Paid Credit,  
11 any Court-approved award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel,  
12 Administration Costs to the Settlement Administrator, Enhancement Payment to Plaintiff, and  
13 LWDA Payment to the Labor and Workforce Development Agency (“LWDA”), and as provided  
14 in Sections VIII, IX, and XIV–XVII.

15 **P. “Settlement”** means the disposition and agreement to resolve the Litigation.

16 **Q. “Settlement Administrator”** means Apex Class Action Settlement  
17 Administration (“Apex”), the settlement administrator selected by the Parties, and which will be  
18 responsible for the administration of the Settlement Payment, as defined below. The Parties each  
19 represent that they do not have any financial interest in the Settlement Administrator or otherwise  
20 have a relationship with the Settlement Administrator that could create a conflict of interest.

21 **R. “Settlement Class Member”** means a Class Member who does not opt out of the  
22 Settlement.

23 **S. “Settlement Payment”** means the payment of \$1,400,000.00, minus the Prior Paid  
24 Credit of \$200,000, which amount is due at final approval of the settlement by the court.

25 **T. “Workweeks”** means any week where a Class Member actively worked at least 1  
26 day for Defendant during the Class Period as reflected in Defendant’s payroll and timekeeping  
27 system, meaning that the Class Member had a time entry in Defendant’s payroll and timekeeping  
28 system during that week. A week without time worked (a time entry) will not be included in the

1 Workweek count. The Maximum Settlement Amount is based on the data provided by Defendant  
2 regarding the size of the class members and the number of workweeks from May 25, 2014 through  
3 February 28, 2023, which were approximately 81,741. Defendant shall provide corroborative  
4 verification under oath of the final Workweek count. If the final Workweek count during the Class  
5 Period ending on June 7, 2023 exceeds 10% of 81,741 workweeks (*i.e.*, 89,915 workweeks), then  
6 the Maximum Settlement Amount shall be increased on a *pro rata* basis per workweek in excess  
7 of 89,915 workweeks. In other words, the Maximum Settlement Amount shall be increased by  
8 \$17.13 for each workweek above 89,915. In the alternative, if the actual amount of workweeks  
9 exceeds 89,915 workweeks, Defendant may elect to modify the Class Period such that there is no  
10 increase to the Maximum Settlement Amount. For example, if there were 89,915 workweeks  
11 through January 1, 2023, then Defendant may modify the Class Period and the release period to  
12 end on January 1, 2023, such that the amount of workweeks does not exceed 89,915 workweeks.

## 13 **II. BACKGROUND.**

14 **A.** On May 25, 2018, Plaintiff Talaroc filed a wage-and-hour class action against  
15 Defendant in San Joaquin County Superior Court, Case Number STK-CV-UOE-2018-6189 (the  
16 “Litigation”). After several rounds of pleading challenges, Plaintiff Talaroc filed the Fifth  
17 Amended Complaint on or about December 17, 2020. Plaintiff will file a Sixth Amended  
18 Complaint solely to allege a cause of action for violation of California’s Private Attorneys General  
19 Act of 2004 (“Operative Complaint”).

20 In the Litigation, Plaintiff Talaroc alleges, *inter alia*, on behalf of himself and all others  
21 similarly situated, that Defendant violated California Business and Professions Code Section 17200  
22 *et seq.* as a result of Defendant’s California wage-and-hour policies and practices that allegedly  
23 violated California’s Labor Code. Plaintiff also seeks civil penalties under the Private Attorneys  
24 General Act (the “PAGA”) for the same alleged violations of the California Labor Code.

25 Class Counsel conducted informal and formal discovery concerning the claims set forth in  
26 the Litigation, such as a reviewing a sample of class member timekeeping and payroll records,  
27 Defendant’s policies and procedures concerning the payment of wages, the provision of meal and  
28 rest breaks, issuance of wage statements, and providing all wages at separation. Class Counsel also

1 received detailed statistics about current and former employees in the putative class. Class Counsel  
2 also conducted extensive formal discovery, including several sets of requests for production of  
3 documents and special interrogatories and conducted several depositions of Defendant's persons  
4 most knowledgeable on dozens of subjects relevant to Plaintiff's claims.

5 **B.** Plaintiff and Class Counsel have engaged in good faith, arms'-length negotiations  
6 with Defendant concerning possible settlement of the claims asserted in the Litigation. The Parties  
7 participated in two days of private mediation before mediator Judge Ronald Sabraw (Ret.). These  
8 two days of mediation occurred on August 23, 2019 and March 22, 2022. Judge Sabraw is a well-  
9 respected wage-and-hour class action mediator. After two days of mediation, and after subsequent  
10 negotiations and a mediator's proposal, the Parties agreed to a settlement of the Litigation that is  
11 memorialized in this Settlement Agreement after extensive negotiations about the terms and  
12 conditions of the Settlement.

13 **C.** Class Counsel has conducted an investigation of the law and facts relating to the  
14 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues  
15 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the  
16 Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation,  
17 the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits  
18 to be received by Plaintiff and the members of the Class pursuant to this Agreement, that a  
19 settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate,  
20 and in the best interests of the Class. Plaintiff, on his own behalf and on behalf of the Class, has  
21 agreed to settle the Litigation with Defendant on the terms set forth herein.

22 **D.** Defendant has concluded that, because of the substantial expense of defending  
23 against the Litigation, the length of time necessary to resolve the issues presented herein, the  
24 inconvenience involved, and the concomitant disruption to its business operations, it is in  
25 Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the  
26 allegations and claims asserted against it in the Litigation. However, Defendant nevertheless  
27 desires to settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of  
28 continuing litigation and for the purpose of putting to rest the controversies engendered by the

1 Litigation.

2 E. This Agreement is intended to and does effectuate the full, final, and complete  
3 settlement of all allegations and claims that were asserted, or could have been asserted, in the  
4 Litigation by Plaintiff and members of the Class as set forth in Section II.A.

5 **III. JURISDICTION**

6 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The  
7 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,  
8 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted  
9 final approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to  
10 California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction of this action  
11 solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with  
12 the terms set forth herein.

13 **IV. STIPULATION OF CLASS CERTIFICATION**

14 The Parties stipulate to the certification of the Class for purposes of settlement only. This  
15 stipulation is contingent upon the preliminary and final approval and certification of the Class only  
16 for purposes of settlement. Should the Settlement not become final, for whatever reason, the fact  
17 that the Parties were willing to stipulate provisionally to class certification as part of the Settlement  
18 shall have no bearing on, and shall not be admissible in connection with, the issue of whether a  
19 class should be certified in a non-settlement context in the Litigation. Defendant expressly reserves  
20 the right to oppose class certification and/or proactively move to deny certification should this  
21 Settlement be modified or reversed on appeal or otherwise not become final.

22 **V. MOTION FOR PRELIMINARY APPROVAL**

23 Plaintiff will bring a motion before the Court for an order preliminarily approving the  
24 Settlement including the Notice of Class Action Settlement (“Notice”), which is attached hereto as  
25 “**Exhibit A**”, and including certification of the Class for settlement purposes only.

26 The date that the Court grants preliminary approval of this Agreement will be the  
27 “Preliminary Approval Date.” Class Counsel will prepare the motion for preliminary approval of  
28 the Settlement and will provide Defendant’s counsel the opportunity to review it and provide input

1 before it is filed.

2 **VI. STATEMENT OF NO ADMISSION**

3 **A.** Defendant denies liability to Plaintiff and to the Class upon any claim or cause of  
4 action. This Agreement does not constitute, and is not intended to constitute, an admission by  
5 Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it  
6 in the Litigation.

7 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any  
8 statements, discussions or communications, nor any materials prepared, exchanged, issued or used  
9 during the course of the negotiations leading to this Agreement or the Settlement, is intended by  
10 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be  
11 admissible in any way in this case other than for preliminary and final approval purposes, or any  
12 other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of  
13 any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive  
14 order, or any obligation or duty at law or in equity other than to fund the Maximum Settlement  
15 Amount. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or  
16 indirectly, in this case other than for preliminary and final approval purposes, or any other judicial,  
17 arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any  
18 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order,  
19 or any obligation or duty at law or in equity other than to fund the Maximum Settlement Amount,  
20 or for any other purpose other than for purposes of approving the Settlement. Notwithstanding the  
21 foregoing, this Agreement may be used and filed in any proceeding before the Court that has as its  
22 purpose the interpretation, implementation, or enforcement of this Agreement or any orders or  
23 judgments of the Court entered in connection with implementation of the Settlement.

24 **C.** None of the documents produced or created by Plaintiff or the Class in connection  
25 with settlement procedures constitute, and they are not intended to constitute, an admission by  
26 Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or  
27 executive order, or any obligation or duty at law or in equity other than to fund the Maximum  
28 Settlement Amount.

1           **D.**     The Parties agree that class certification pursuant to California Code of Civil  
2 Procedure section 382 under the terms of this Agreement is for settlement purposes only. Nothing  
3 in this Agreement will be construed as an admission or acknowledgment of any kind that any class  
4 should be certified or given collective treatment in the Litigation or in any other action or  
5 proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement  
6 will be admissible in any court or other tribunal regarding the propriety of class certification or  
7 collective treatment other than for settlement purposes only. In the event that this Agreement is  
8 not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable,  
9 Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or  
10 remedies in the Litigation, and Defendant will not be deemed to have waived, limited, or affected  
11 in any way any of its objections or defenses in the Litigation.

12       **VII.    WAIVER, RELEASE, AND CONFIDENTIALITY**

13           **A.     Release As to All Settlement Class Members.**

14           Upon the date Defendant funds the Maximum Settlement Amount, Plaintiff and all  
15 Settlement Class Members waive, release, discharge Defendant, and its successors, shareholders,  
16 officers, directors, trustees, assigns, subrogees, executors, parents, and joint employers ("Released  
17 Parties") of any and all wage-related claims that were alleged in the Operative Complaint or which  
18 could have been alleged in the Operative Complaint based on the facts asserted in the Operative  
19 Complaint arising during the Settlement Period ("Released Claims"). Released Claims includes a  
20 release of the claims for civil penalties pursuant to the PAGA based on the facts asserted in the  
21 Operative Complaint arising during the PAGA Period, and as such includes a release by the State  
22 of California for civil penalties based on the facts as alleged in the Operative Complaint arising  
23 during the PAGA Period.

24           **B.     General Release by Plaintiff Only.**

25           In addition to the release made in Section VII (A), Plaintiff makes the additional following  
26 general release of all claims, known or unknown. Plaintiff releases the Released Parties from all  
27 claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever,  
28 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for

1 violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection  
2 with Plaintiff's relationship with Defendant as well as any and all acts or omissions by or on the  
3 part of Defendant. (The release set forth in this Paragraph B shall be referred to hereinafter as the  
4 "General Release.")

5 With respect to the General Release, Plaintiff stipulates and agrees that, upon the date on  
6 which Defendant pays the Maximum Settlement Amount, Plaintiff shall be deemed to have  
7 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and  
8 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal  
9 or state law, which provides:

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

14 Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other  
15 than or different from the facts now believed to be true, the release of claims contained herein shall  
16 be effective as to all unknown claims.

## 17 **VIII. SETTLEMENT PAYMENT**

### 18 **A. Consideration for This Agreement.**

19 As consideration for this Agreement, Defendant will make a settlement payment that totals  
20 the Maximum Settlement Amount of \$1,400,000.00, minus the Prior Paid Credit amount of  
21 \$200,000. The payment of the Maximum Settlement Amount represents full and complete  
22 settlement of this matter. The Maximum Settlement Amount includes all attorneys' fees and costs,  
23 administration costs, an enhancement award to Plaintiff as the class and PAGA representative,  
24 payment of the Prior Paid Credit, and payment to the California Labor and Workforce Development  
25 Agency ("LWDA"). The balance after deduction of attorneys' fees and costs, administration costs,  
26 payment to the LWDA, the enhancement award, and the Prior Paid Credit will be the Net Settlement  
27 Amount. Defendant's employer taxes shall be paid separately and in addition to the Maximum  
28 Settlement Amount.

1 **IX. SETTLEMENT ADMINISTRATOR**

2 Plaintiff and Defendant, through their respective counsel, have selected Apex as a  
3 Settlement Administrator to administer the Settlement, which includes but is not limited to  
4 distributing and responding to inquiries about the Notice, determining the validity of any disputes  
5 and opt-outs, and calculating all amounts to be paid from the Net Settlement Fund. Charges and  
6 expenses of the Settlement Administrator, estimated to be no more \$7,950.00 as of April 20, 2023,  
7 will be paid from the Maximum Settlement Amount. Any charges and expenses of the Settlement  
8 Administrator greater than the allocated \$7,950.00 will be paid from the Maximum Settlement  
9 Amount if approved by the Court. If the actual Administration Costs are less than Apex's estimate  
10 issued on April 20, 2023, the difference between the actual and estimated Administration Costs  
11 will be part of the Net Settlement Fund. The Parties agree that this Agreement may be provided to  
12 the Settlement Administrator to effectuate its implementation of the settlement procedures herein.

13 **X. NOTICE, OBJECTIONS, AND EXCLUSION RIGHTS**

14 **A. Notice.**

15 Plaintiff and Defendant, through their respective attorneys, have jointly prepared the Notice,  
16 which in substance will be provided to the Class Members as follows:

17 As soon as practicable following preliminary approval of the Settlement, but no later than  
18 five (5) calendar days after the Court enters the Order granting preliminary approval of the  
19 Settlement, Defendant will provide to the Settlement Administrator the following information for  
20 each Class Member: (1) full name; (2) last known mailing address; (3) last known telephone  
21 number; (4) dates of employment with Defendant as an hourly-paid or non-exempt employee  
22 during the Class Period, as well as any other data that supports the definition of Workweek in  
23 section I(T); (5) Social Security number; (6) whether the Class Member received a settlement from  
24 the Prior Paid Credit, and if so, the total amount and the total number of Workweeks it covered;  
25 and (7) last known email address, if known. Defendant further agrees to consult with the Settlement  
26 Administrator prior to the production date to ensure that the format will be acceptable to the  
27 Settlement Administrator. Plaintiff's Counsel shall also receive a redacted Class List that shall  
28

1 only disclose an identification number attributed to each Class Member, their dates of employment,  
2 and the total Workweek count.

3 The Settlement Administrator shall run all the addresses provided through the United States  
4 Postal Service NCOA database (which provides updated addresses for any individual who has  
5 moved in the previous four years who has notified the U.S. Postal Service of a forwarding address)  
6 to obtain current address information, and shall mail the Notice to the Class Members via first-class  
7 U.S. Mail using the most current mailing address information available, within five (5) calendar  
8 days of the receipt of the Class List from Defendant.

9 The Notice will include information regarding the nature of the Litigation; a summary of  
10 the terms of the Settlement; the definition of the Class; a statement that the Court has preliminarily  
11 approved the Settlement; the nature and scope of the claims being released; the procedure and time  
12 period for objecting to the Settlement, the date and location of the Final Approval Hearing;  
13 information regarding the opt-out procedure; the total number of Workweeks worked by the Class  
14 Member based on the dates of employment; whether the Class Member previously received a  
15 settlement payment from the Prior Paid Credit, and if so, the total amount and the total number of  
16 Workweeks it covered; the number of Workweeks credited to each Class Member after deducting  
17 the number of Workweeks previously settled out through the Prior Paid Credit and the procedure  
18 to submit any disputes thereto; and the estimated Individual Settlement Payment for the Class  
19 Member after deducting the amount of the Prior Paid Credit they individually received.

20 If a Notice is returned as undeliverable after the initial mailing, the Settlement Administrator  
21 will perform a skip trace in an attempt to locate a more current address. If the Settlement  
22 Administrator is successful in locating an updated address, it will re-mail the Notice to the Class  
23 Member. Further, any Notices returned with a forwarding address to the Settlement Administrator  
24 before the Response Deadline (as defined in Section X.B. below), shall be re-mailed to the  
25 forwarding address affixed thereto. With respect to any Notice that is re-mailed, the Response  
26 Deadline for the Class Member whose Notice is re-mailed will be extended an additional fifteen  
27 (15) calendar days.

1 No later than eighteen (18) court days before the Final Approval Hearing, the Settlement  
2 Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting  
3 to the completion of the settlement notice administration process, including the number of attempts  
4 to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number  
5 of Workweeks Disputes, Requests for Exclusion, and objections received.

6 **B. Objections.**

7 Any Class Member making an objection must not submit a Request to be Excluded (i.e.,  
8 must not opt out). To object to the Settlement, a Settlement Class Member may send a written  
9 objection to the Settlement Administrator or appear at the Final Approval Hearing with or without  
10 submitting a written objection to the Settlement. The Settlement Class Member may appear  
11 personally or through an attorney, at his or her own expense, at the Final Approval Hearing to  
12 present his or her objection directly to the Court. However, any attorney who will represent an  
13 individual objecting to this Settlement must file a notice of appearance with the Court and serve  
14 Class Counsel and Defendant's Counsel no later than thirty (30) calendar days after the Notice was  
15 initially mailed to the Class Members ("Response Deadline"). A written objection to the Settlement  
16 must: (1) contain the case name and number of the Litigation; (2) contain the Settlement Class  
17 Member's name, address, telephone number, signature, and last four digits of his or her Social  
18 Security number; (3) clearly state the grounds for the objection; (4) state whether the Settlement  
19 Class Member intends to appear at the Final Approval Hearing; and (5) be mailed to the Settlement  
20 Administrator, postmarked no later than the Response Deadline. If a Class Member objects to the  
21 Settlement, the Class Member will remain a Settlement Class Member and if the Court approves  
22 this Agreement, the Settlement Class Member will be bound by the terms of the Settlement and  
23 Final Approval Order in the same way and to the same extent as a Settlement Class Member who  
24 does not object to the Settlement. The date of mailing of the Notice to the objecting Settlement  
25 Class Member shall be conclusively determined according to the records of the Settlement  
26 Administrator. The Court retains final authority with respect to the consideration and admissibility  
27 of any objections to the Settlement from Settlement Class Members.  
28

1                   **C.      Opportunity to Be Excluded and Defendant's Opt-Out Threshold.**

2                   In order for any Class Member to validly exclude himself or himself from the Settlement  
3 (i.e., to validly opt out), a written request for exclusion from the Settlement ("Request to be  
4 Excluded") must: (1) contain the case name and number of the Litigation; (2) contain the Class  
5 Member's full name, address, telephone number, and last four digits of his or her Social Security  
6 number; (3) be signed by the Class Member; (4) contain a clear statement that the Class Member  
7 requests to be excluded from the Settlement; and (5) be sent to the Settlement Administrator,  
8 postmarked by no later than the Response Deadline. The Notice shall contain instructions on how  
9 to opt out.

10                  The date of the initial mailing of the Notice, and the date the signed Request to be Excluded  
11 was postmarked, shall be conclusively determined according to the records of the Settlement  
12 Administrator. Any Class Member who timely and validly submits a Request to be Excluded will  
13 not be entitled to an Individual Settlement Payment, will not be bound by the terms and conditions  
14 of the Settlement, and will not have any right to object, appeal, or comment thereon.

15                  Any Class Member who does not timely submit a Request to be Excluded to the Settlement  
16 Administrator will be deemed included in the Settlement in accordance with this Settlement.

17                  In the event that ten percent (10%) or more of the Class Members exercise their right to  
18 exclude themselves and opt out of the Settlement, Defendant retains the exclusive right, but not the  
19 obligation, to withdraw from and terminate the Settlement and return all parties back to their same  
20 position before the Settlement was reached and the Settlement Agreement was entered into. In the  
21 event that Defendant exercises such rights under this paragraph, Plaintiff and Defendant shall  
22 resume the Litigation through and until there is a final resolution of the Litigation. Defendant must  
23 notify Class Counsel and the Court in writing of such a decision to withdraw and terminate the  
24 Settlement no later than five (5) days after the Response Deadline. In the event of Defendant's  
25 withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason, and  
26 Defendant shall pay all administration expenses incurred through the date of its termination of the  
27 Settlement.  
28

1           **D.      Cooperation**

2           The Parties and their respective counsel agree not to encourage members of the Class to  
3           refrain from participating in the Settlement, to opt out of the Settlement, or to object to the  
4           Settlement, directly or indirectly, through any means. However, if a Class Member contacts Class  
5           Counsel, Class Counsel may discuss the terms of the Settlement and the Class Member's options  
6           with respect to the Settlement.

7           **XI.     DISPUTES PROCEDURE**

8           If a Class Member disputes his or her number of Workweeks set forth in the Notice or the  
9           Prior Paid Credit he or she received, such Class Member must submit a written Workweeks dispute  
10          ("Workweeks Dispute") that: (a) contains the case name and number of the Litigation; (b) contains  
11          the Class Member's full name, address, telephone number, signature, and last four digits of his or  
12          her Social Security number; (c) contains a statement setting forth the number of Workweeks that  
13          such Class Member believes is correct and attaches any relevant documentation in support thereof;  
14          and (d) is submitted to the Settlement Administrator by mail, postmarked no later than the Response  
15          Deadline. If a Class Member does not dispute his or her number of Workweeks, the number of  
16          Workweeks set forth in the Notice will govern the Individual Settlement Payment calculation to  
17          the Class Member and such Class Member need not take further action to participate in the  
18          Settlement.

19          Upon timely receipt of any such challenge, the Settlement Administrator, in consultation  
20          with Class Counsel and counsel for Defendant, will review the pertinent records showing the dates  
21          the Class Member worked for Defendant in California and the number of weeks worked, which  
22          records Defendant agrees to make available to the Settlement Administrator and Class Counsel.

23          After consulting with Class Counsel and counsel for Defendant, the Settlement  
24          Administrator shall compute the number of Workweeks to be used in computing the Class  
25          Member's *pro rata* share of the Net Settlement Fund. In the event that there is a disparity between  
26          the number of Workweeks a Class Member claims he or she worked during the Settlement Period  
27          and the number of Workweeks indicated by Defendant's records, Defendant's records will control  
28          unless inconsistent with payroll records provided by the Class Member (or bona fide copies

thereof), in which case the records provided by the Class Member will control. The Settlement Administrator's decision as to the total number of Workweeks shall be final and non-appealable. The Settlement Administrator shall send written notice of the decision on any such dispute to the Class Member, to Class Counsel, and counsel for Defendant within ten (10) calendar days of receipt of the Workweeks Dispute.

Should any Class Member timely submit a timely Workweeks Dispute with a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt, send a deficiency notice. The deficiency notice will provide the Class Member the later of the Response Deadline or fourteen (14) calendar days from the mailing of the deficiency notice to postmark a written response to cure all deficiencies. The failure of a Class Member to timely respond to a notice of deficiency shall invalidate the dispute unless all Parties' counsel agree to allow the dispute.

## **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

### **A. Distribution Formula.**

Settlement Class Members (i.e., Class Members who do not opt out of the Settlement) will receive a lump sum payment as good and valuable consideration for the waiver and release of Released Claims set forth in Section VII(A), above, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement.

Each Settlement Class Member's Individual Settlement Payment will be determined as follows:

1. Defendant will calculate the total number of Workweeks of each Settlement Class Member during the Settlement Period.
2. The value of each Workweek shall be determined by the Settlement Administrator by dividing the Net Settlement Fund by the total number of Workweeks of all Settlement Class Members ("Workweek Point Value").
3. Each Settlement Class Member's Workweeks will be multiplied by the Workweek Point Value to derive his or her Individual Settlement Payment.
4. If the Settlement Class Member previously received a settlement payment from Defendant from the Prior Paid Credit, the Settlement Class Member's portion of the Net

1 Settlement Fund will be reduced by the amount of the prior settlement payment. In no event shall  
2 a Settlement Class Member receive an Individual Settlement Payment that is less than \$50.

3 Individual Settlement Payments for each Settlement Class Member will be reduced by any  
4 required legal deductions for the employee's share of taxes and withholdings on the wages  
5 portion of the Individual Settlement Payments.

6 **B. Funding of Settlement.**

7 Within five (5) calendar days following the date on which the Court grants Final Approval  
8 of the Settlement, Defendant will deposit the Maximum Settlement Amount and the Employer-side  
9 Payroll Taxes into an interest-bearing trust account (established by the Settlement Administrator)  
10 for the benefit of the participating Settlement Class members and Class Counsel, through the  
11 Settlement Administrator. At no time prior to Final Approval of the Settlement shall Defendant be  
12 required to escrow any portion of the Settlement Amount.

13 **C. Time for Distribution.**

14 The Settlement Administrator shall cause the Maximum Settlement Amount (inclusive of  
15 the Net Settlement Fund, the Court-approved Attorneys' Fees and Litigation Costs to Class  
16 Counsel, Court-approved Enhancement Payment to Plaintiff, Court-approved Administration Costs  
17 to the Settlement Administrator, and LWDA Payment to the LWDA) to be distributed within five  
18 (5) calendar days following the payment of the Maximum Settlement Amount.

19 If an Individual Settlement Payment check is returned to the Settlement Administrator as  
20 undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing  
21 address by performing a skip trace search and, if another address is identified, shall mail the check  
22 to the newly identified address. The funds associated with any Individual Settlement Payment  
23 checks remaining uncashed after ninety (90) calendar days of mailing shall be paid to Legal Aid at  
24 Work. The Parties each represent that they do not have any financial interest in Legal Aid at Work  
25 or otherwise have a relationship with Legal Aid at Work that could create a conflict of interest.

26 The Parties agree that this disposition results in no "unpaid residue" under California Civil  
27 Procedure Code § 384, as all payments to the Settlement Class Members and PAGA Members will  
28 be paid out, whether or not these individuals cash their Settlement checks. Therefore, Defendant

1 will not be required to pay any interest on such amounts.

2 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

3 The amounts paid under this Agreement do not represent a modification of any previously  
4 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by  
5 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or  
6 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant,  
7 policies or bonus programs. Any payments made under the terms of this Settlement shall not be  
8 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other  
9 form of compensation for the purposes of Defendant's benefit plan, policy or bonus program.  
10 Defendant retains the right to modify the language of its benefit plan, policies and bonus programs  
11 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for  
12 "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by  
13 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or  
14 any other purpose, and that additional contributions or benefits are not required by this Settlement.

15 **XIV. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

16 Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall  
17 not seek or receive an amount in excess of 35% of the Maximum Settlement Amount (i.e.,  
18 \$490,000.00) for all past and future attorneys' fees necessary to prosecute, settle, and administer  
19 the Litigation and this Settlement ("Attorneys' Fees"). Additionally, Defendant shall not oppose  
20 an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in  
21 excess of \$70,000.00, which represents all past and future litigation costs and expenses necessary  
22 to prosecute, settle, and administer the Litigation and this Settlement ("Litigation Costs"). Any  
23 Attorneys' Fees or Litigation Costs awarded to Class Counsel by the Court as part of the Settlement  
24 shall be deducted from the Maximum Settlement Amount for the purpose of determining the Net  
25 Settlement Fund. The "future" aspect of these amounts includes, without limitation, all time and  
26 expenses expended by Class Counsel in defending the Settlement and securing preliminary and  
27 final approval (including any appeals therein). There will be no additional request for additional  
28 consideration from Defendant for such work. The Attorneys' Fees and Litigation Costs shall

1 include all attorneys' fees, litigation costs, and expenses for which Plaintiff and Class Counsel  
2 could claim under any legal theory whatsoever with respect to the Litigation. Within five (5)  
3 calendar days following the deposit of the Maximum Settlement Amount by Defendant to the  
4 account established by the Settlement Administrator, the Settlement Administrator shall disburse  
5 payment to Class Counsel from the Maximum Settlement Amount for the Court-approved  
6 Attorneys' Fees and Litigation Costs. Should the Court approve a lesser amount of Attorneys' Fees  
7 and/or Litigation Costs than the amount that Class Counsel ultimately seeks, then any such  
8 unapproved portion or portions shall be part of the Net Settlement Fund to be distributed to  
9 Settlement Class Members on a *pro rata* basis.

10 **XV. ENHANCEMENT PAYMENT TO PLAINTIFF**

11 Defendant shall not oppose an application by Plaintiff, and Plaintiff shall not seek or receive  
12 an amount in excess of \$20,000.00 for his participation in and assistance with the Litigation  
13 ("Enhancement Payment"). Any Enhancement Payment awarded to Plaintiff by the Court as part  
14 of the Settlement shall be deducted from the Maximum Settlement Amount for the purpose of  
15 determining the Net Settlement Fund and shall be reported on IRS Form 1099. If the Court  
16 approves an Enhancement Payment of less than \$20,000.00 to Plaintiff, then the unapproved  
17 portion or portions shall be part of the Net Settlement Fund to be distributed to Settlement Class  
18 Members on a *pro rata* basis.

19 **XVI. TAXATION AND ALLOCATION**

20 The Parties agree that all employment taxes and other legally required withholdings will be  
21 withheld from payments to the Settlement Class Members and Plaintiff based on the Parties  
22 stipulated allocation of the Net Settlement Fund as provided for in this Section.

23 In Defendant's sole discretion, and to which Plaintiff and Class Counsel do not object, the  
24 amount of federal income tax withholding will be based upon a flat withholding rate for  
25 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or  
26 supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local  
27 withholding codes or regulations.  
28

1 For withholding tax characterization purposes and payment of taxes, the Individual  
2 Settlement Payments to Settlement Class Members shall be deemed and are as twenty percent  
3 (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties.

4 Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by  
5 the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement, by the  
6 Settlement Administrator. If the Code, the regulations promulgated thereunder, or other applicable  
7 tax law, is changed after the date of this Agreement, the processes set forth in this Section may be  
8 modified in a manner to bring Defendant into compliance with any such changes.

9 Finally, the employer's share of payroll taxes and contributions on the wages portion of  
10 Individual Settlement Payments will be paid by Defendant in addition to and not as a deduction  
11 from the Settlement Amount.

#### 12 **XVII. PAGA ALLOCATION**

13 In order to implement the terms of this Settlement and to settle claims alleged under the  
14 Private Attorneys General Act, California Labor Code sections 2698 *et seq.*, the Parties agree to  
15 allocate \$40,000.00 from the Maximum Settlement Amount as penalties authorized by the PAGA  
16 ("PAGA Penalties"). Seventy-five percent (75%), which is \$30,000.00 of the PAGA Penalties will  
17 be distributed to the Labor and Workforce Development Agency ("LWDA Payment") and twenty-  
18 five 25%, which is \$10,000.00, of the PAGA Penalties will be part of the Net Settlement Fund for  
19 distribution to the Settlement Class Members. Within five (5) calendar days following the payment  
20 funding the Maximum Settlement Amount, the Settlement Administrator shall disburse the LWDA  
21 Payment to the LWDA. Plaintiffs' Counsel will provide notice to the LWDA of the fact that the  
22 Settlement has been approved by the Court along with a copy of the Final Approval Order through  
23 the appropriate LWDA/DIR website.

#### 24 **XVIII. COURT APPROVAL**

25 This Agreement and the Settlement is contingent upon final approval by the Court and entry  
26 of judgment. Plaintiff and Defendant agree to take all steps as may be reasonably necessary to  
27 secure both preliminary approval and final approval of the Settlement, to the extent not inconsistent  
28 with the terms of this Agreement and will not take any action adverse to each other in obtaining

1 approval by the Court, and, if necessary, appellate approval, of the Settlement in all respects.  
2 Plaintiff and Defendant expressly agree that they will not file any objection to the terms of the  
3 Settlement or assist or encourage any person or entity to file any such objection.

4 In the event it becomes impossible to secure approval of the Settlement, the Parties shall be  
5 restored to their respective positions in the Litigation, as of the date on which the Settlement was  
6 reached, except as otherwise provided in Section XIX, below.

7 **XIX. MISCELLANEOUS PROVISIONS**

8 **A. Filing of Amended Complaint**

9 As part of this Settlement Agreement, the parties agree that for purposes of settlement only,  
10 Plaintiff will file a Sixth Amended Complaint that will add a claim for civil penalties under the  
11 PAGA for the same alleged Labor Code violations as alleged in the Fifth Amended Complaint.  
12 The Parties agree that they will stipulate to the filing of the Sixth Amended Complaint.

13 **B. Interim Stay of Litigation.**

14 Plaintiff and Defendant agree to the stay of all proceedings in the Litigation, including with  
15 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary  
16 to implement and complete the Settlement, pending Final Approval of the Settlement by the Court.

17 **B. Interpretation of the Agreement.**

18 This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except  
19 as expressly provided herein, this Agreement has not been executed in reliance upon any other  
20 written or oral representations or terms, and no such extrinsic oral or written representations or  
21 terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree  
22 that this Agreement is to be construed according to its terms and may not be varied or contradicted  
23 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State  
24 of California, both in its procedural and substantive aspects, without regard to its conflict of laws  
25 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will  
26 be resolved solely and exclusively in the Superior Court of the State of California for the County  
27 of San Joaquin, and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court  
28 over them solely in connection therewith. Plaintiff, on his own behalf and on behalf of the Class,

1 and Defendant participated in the negotiation and drafting of this Agreement and had available to  
2 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant  
3 may claim that any ambiguity in this Agreement should be construed against the other.

4 The terms and conditions of this Agreement constitute the exclusive and final understanding  
5 and expression of all agreements between Plaintiff and Defendant with respect to the Settlement.

6 **C. Further Cooperation.**

7 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare  
8 and execute all documents, to seek the necessary approvals from the Court, and to do all things  
9 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

10 **D. Confidentiality of Documents.**

11 After the expiration of any appeals period, Plaintiff, the Settlement Administrator, and Class  
12 Counsel shall maintain the confidentiality of all documents, deposition transcripts, declarations and  
13 other information obtained in the Litigation, unless necessary for appeal or such documents are  
14 ordered to be disclosed by the Court or by a subpoena.

15 **E. Counterparts.**

16 The Agreement may be executed in one or more actual or non-original counterparts, all of  
17 which will be considered one and the same instrument and all of which will be considered duplicate  
18 originals.

19 **F. Authority.**

20 Each individual signing below warrants that he or she has the authority to execute this  
21 Agreement on behalf of the party for whom or which that individual signs.

22 **G. No Third-Party Beneficiaries.**

23 Plaintiff, Settlement Class Members, and Defendant are direct beneficiaries of this  
24 Agreement, and there are no third-party beneficiaries.

25 **H. Modification.**

26 This Agreement may not be changed, altered, or modified, except in a writing signed by the  
27 counsel for the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree  
28 that any dates contained in this Agreement may be modified by agreement of counsel for the Parties

1 in writing without approval by the Court if the Parties agree and cause exists for such modification.  
2 This Agreement may not be discharged except by performance in accordance with its terms or by  
3 a writing signed by the Parties.

4 **I. Deadlines Falling on Weekends or Holidays.**

5 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or  
6 legal holiday, that deadline shall be continued until the following business day.

7 **J. Severability.**

8 In the event that any one or more of the provisions contained in this Agreement shall for  
9 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
10 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class  
11 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as  
12 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

13  
14 Date: 7/24/2023

LEONIL TALAROC, on behalf of himself and  
all others similarly situated

15  
16 DocuSigned by:

17 *Leonil Talaroc*

18 LEONIL TALAROC, *Plaintiff*

19 Date: \_\_\_\_\_, 2023

MUSCO FAMILY OLIVE CO., *Defendant*

20  
21  
22 Name: \_\_\_\_\_

23 Position: \_\_\_\_\_  
24  
25  
26  
27  
28

1 in writing without approval by the Court if the Parties agree and cause exists for such modification.  
2 This Agreement may not be discharged except by performance in accordance with its terms or by  
3 a writing signed by the Parties.

4 **I. Deadlines Falling on Weekends or Holidays.**

5 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or  
6 legal holiday, that deadline shall be continued until the following business day.

7 **J. Severability.**

8 In the event that any one or more of the provisions contained in this Agreement shall for  
9 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
10 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class  
11 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as  
12 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

13  
14 Date: \_\_\_\_\_

LEONIL TALAROC, on behalf of himself and  
all others similarly situated

15  
16  
17  
18 \_\_\_\_\_  
LEONIL TALAROC, *Plaintiff*

19 Date: \_\_\_\_\_, 2023

MUSCO FAMILY OLIVE CO., *Defendant*

20  
21 \_\_\_\_\_  
John S Hamilton

22 Name: JOHN S HAMILTON

23 Position: CFO  
24  
25  
26  
27  
28

APPROVED AS TO FORM:

Date: August 25, 2023

LAWYERS for JUSTICE, PC



Edwin Aiwaizian  
*Attorneys for Plaintiffs and Proposed Class  
Counsel*

Date: July 29, 2023

PARRIS LAW FIRM



Kitty Szeto  
Ryan Crist  
Arthur Aziev  
*Attorneys for Plaintiffs and Proposed Class  
Counsel*

Date: July 25, 2023

MEDINA McKELVEY LLP



Brandon R. McKelvey  
Timothy B. Nelson  
Douglas R. Leach  
*Attorneys for Defendant Musco Family Olive  
Co.*



## **NOTICE OF CLASS ACTION SETTLEMENT**

***Talaroc v. Musco Family Olive Co.***

**Superior Court of California for the County of San Joaquin, Case No. STK-CV-UOE-2018-6189**

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Musco's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.**

**This Class Notice is designed to advise you of your rights and options and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks and/or Paid Prior Credit that you are credited with, if you so choose.**

By order of the Superior Court of California for the County of San Joaquin (the "Court" or "San Joaquin County Superior Court") in the case entitled *Leonil Talaroc v. Musco Family Olive Co.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-6189 ("Action"), preliminary approval of a class action settlement was granted on [Date of Preliminary Approval]. A hearing shall be held on [hearing date] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

**YOU ARE NOTIFIED THAT:** A class action settlement has been reached in the Action which may affect your legal rights.

### **I. IMPORTANT DEFINITIONS**

"Class" means all current and former hourly-paid or non-exempt employees who are or were employed by Musco in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from May 25, 2014 through June 7, 2023.

### **II. BACKGROUND OF THE ACTION**

On May 25, 2018, Named Plaintiff Leonil Talaroc ("Named Plaintiff") filed a proposed class action lawsuit against Musco entitled *Leonil Talaroc v. Musco Family Olive Co.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-6189. Named Plaintiff alleges that Musco violated California law by failing to properly pay minimum and overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide accurate wage statements, failed to maintain requisite payroll records, failed to reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code. On \_\_\_\_\_, Leonil Talaroc filed a Sixth Amended Complaint which added a claim for civil penalties under the Private Attorneys General Act ("PAGA"). Named Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, statutory and civil penalties, interest, and attorneys' fees and costs.

Musco denies all of the allegations in the Action or that it violated any law and contends that at all times it has complied with federal, state, and local laws. Musco also denies that this case is appropriate for class action or representative action treatment.

The Parties participated in two full days of mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action Settlement Administration as the administrator of the Settlement ("Settlement Administrator"), Named Plaintiff Leonil Talaroc as the representative of the Class ("Class Representative"), and the

following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian, Esq.  
**Lawyers for Justice, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Kitty Szeto, Esq.  
Ryan Crist, Esq.  
Arthur Aziev, Esq.  
**Parris Law Firm**  
43364 10<sup>th</sup> Street West  
Lancaster, California 93534  
Telephone: (661) 464-7956 / Fax: (661) 949-7524

Musco’s counsel is:

Alexander Medina, Esq.  
Timothy Nelson, Esq.  
Douglas Leach, Esq.  
**Medina McKelvey LLP**  
925 Highland Pointe Drive, Suite 300  
Roseville, California 95678  
Telephone: (916) 960-2211

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks and Prior Paid Credit credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Musco that the claims in the Action have merit or that Musco has any liability to Named Plaintiff or to Class Members. Named Plaintiff and Musco, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is One Million Four Hundred Thousand Dollars (\$1,400,000.00) (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members who do not submit a timely and valid Request for Exclusion from the Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Fund.” The Net Settlement Fund will be the Maximum Settlement Amount minus the \$200,000.00 that Musco has already paid to some Class Members, and also less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$490,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Seventy Thousand Dollars (\$70,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Twenty Thousand Dollar (\$20,000.00) for Plaintiff Talaroc for his services in the Action; (3) Settlement Administration Expenses in an amount not to exceed Seven Thousand Nine Hundred and Fifty Dollars (\$7,950.00) to the Settlement Administrator; (4) a payment to the Labor and Workforce Development Agency in the amount of Thirty Thousand Dollars (\$30,000.00) for civil penalties; and (5) Ten Thousand Dollars (\$10,000.00) that will be paid to Class Members on a proportional basis who worked during the PAGA period (July 3, 2022 to June 7, 2023) for civil penalties.

Settlement Class Members will be entitled to receive payment under the Settlement of their share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member was employed by Musco as a non-exempt or hourly employee in California during the Class Period (“Workweeks”). Workweeks will be calculated by determining the number of weeks in which each Settlement Class Member recorded actual work time in Musco’s timekeeping system.

Each Individual Settlement Payment shall be allocated twenty percent (20%) as wages which will be reported on an IRS Form W2 and eighty percent (80%) as penalties and interest which will be reported on an IRS Form 1099. Employer’s share of payroll taxes and contributions due on the wages portion of the Individual Settlement Payments will be paid by Musco in addition to the Maximum Settlement Amount. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payments, resulting in a net payment to the Settlement Class Member.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address directly to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

**B. Your Workweeks Based on Musco’s Records**

According to Musco’s records:

**From May 25, 2014 through June 7, 2023, you were employed by Musco as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.**

In addition, according to Musco’s records, you:

\_\_\_\_\_ previously signed a settlement agreement with Musco and/or received and cashed a settlement check.

\_\_\_\_\_ did not previously sign a settlement agreement with Musco and you did not cash a settlement check.

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator. The written dispute must: (1) be mailed to the Settlement Administrator at the address specified in Section IV.B below, **by [Response Deadline]**; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Leonil Talaroc v. Musco Family Olive Co.*, STK-CV-UOE-2018-6189); and (5) clearly articulate the number of Workweeks you believe is correct and attach any supporting documentation.

**C. Your Estimated Individual Settlement Payment**

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

**Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED].**

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

**D. Released Claims**

Upon the date Defendant funds the Maximum Settlement Amount, Named Plaintiff and all Settlement Class Members will be deemed to have fully and completely released and discharged all Released Claims he or she may have during the Class Period with respect to the Released Parties.

“Released Claims” means any and all wage-related claims that were alleged in the Operative Complaint or which could have been alleged in the Operative Complaint based on the facts asserted in the Operative Complaint arising during the Class Period. Released Claims includes a release of the claims for civil penalties pursuant to the PAGA based on the facts asserted in the Operative Complaint arising during the PAGA Period, and as such includes a release by the State of California

for civil penalties based on the facts as alleged in the Operative Complaint arising during the PAGA Period.

“Released Parties” means Musco and all of its successors, shareholders, officers, directors, trustees, assigns, subrogees, executors, parents, and joint employers.

**E. Attorneys’ Fees to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to Thirty Five Percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$490,000.00) and reimbursement of litigation costs and expenses in an amount of up to Seventy Thousand Dollars (\$70,000.00) (collectively “Class Counsel Award”), subject to approval by the Court. All attorneys’ fees, costs, and expenses awarded by the Court will be paid from the Maximum Settlement Amount. Class Counsel have been prosecuting the Action on behalf of Named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Enhancement Payment to Named Plaintiff**

Named Plaintiff will seek the amount of Twenty Thousand Dollars (\$20,000.00) as an Enhancement Payment, in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Named Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

**G. Settlement Administration Expenses to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Nine Hundred Fifty Dollars (\$7,950.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to receive money from the Settlement, you do not have to do anything.** You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

**B. Request Exclusion from the Settlement**

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a written Request for Exclusion to the Settlement Administrator, at the following address:

Apex Class Action  
[Address]

A Request for Exclusion must: (1) be mailed to the Settlement Administrator by [Response Deadline]; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Leonil Talaroc v. Musco Family Olive Co.*, STK-CV-UOE-2018-6189); and (5) contain words that clearly describe your intention to opt out of the Settlement, such as: “I elect to exclude myself from the Settlement in the *Talaroc* litigation.”

If the Court grants final approval of the Settlement, any Class Member who timely and validly requests exclusion from the Settlement will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement Agreement (and the release of Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not request exclusion from the Settlement will be deemed Settlement

Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Whether or not you request exclusion, you will receive a check for your portion of the PAGA payment, and you will be bound by the release of the PAGA claims in this settlement.

### **C. Object to the Settlement**

You can object to the Settlement, or any portion thereof, as long as you have not submitted a Request for Exclusion.

To object, you must do so in a writing that must: (1) be served onto the Settlement Administrator by **[Response Deadline]**; (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you; (4) contain the case name and number of the Action (*Leonil Talaroc v. Musco Family Olive Co.*, STK-CV-UOE-2018-6189); (5) clearly state the legal and factual basis for your objection; (6) indicate whether you intend to appear and object to the Settlement at the Final Approval Hearing; and (7) if you are represented by counsel, indicate the name, address, and telephone number of any such counsel.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Courtroom \_\_\_\_\_ of the San Joaquin County Superior Court, located at 180 E. Weber Avenue, Stockton, California 95202, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the Class Counsel Award to Class Counsel, the Enhancement Payment to Named Plaintiff, the Settlement Administration Expenses to the Settlement Administrator, and the PAGA payments.

The hearing may be continued without further notice to you. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action at the San Joaquin County Superior Court located at 180 E. Weber Avenue, Stockton, California 95202.

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

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT]**.**