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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **FOR THE COUNTY OF GLENN**

24 **Ferry Mendoza**, individually and on behalf of
25 all similarly situated individuals,

26 Plaintiff,

27 vs.

28 **Baughner Ranch Organics, Inc.**, a California
Corporation; and **Does 1-10**, inclusive;

Defendants.

Electronically Filed

F Superior Court of California F
I County of Glenn I
L 09/17/2025 L
E E
D Christopher D. Ruhl D
By Clerk of the Superior Court Deputy
Electronically FILED

CASE NO. 25CV00036

CLASS ACTION

**~~[PROPOSED]~~ ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: 9/17/25 [Reserved]

Time: 2:30 pm

Dept.: 2

1 Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this
2 action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA
3 Action (the "Settlement" or "Stipulation") came on for hearing on 9, 17, 2025.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. 25CV00036, entitled *Ferry Mendoza v. Baugher*
6 *Ranch Organics* (the "Action"), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiff Ferry Mendoza ("Plaintiff" or "Class Representative"), has alleged
8 claims against Baugher Ranch Organics, Inc. ("Defendant") as an individual and on behalf of all
9 others similarly situated, comprising: "*all persons who worked at least one 3.5-hour shift as a non-*
10 *exempt employee in the State of California from December 26, 2021 through December 1, 2024.*"
11 ("Class Members"); and

12 WHEREAS, Plaintiff asserts class and PAGA claims in the Action against Defendant for:
13 (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal
14 periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu
15 thereof; (5) failure to provide sick leave; (6) failure to provide and maintain accurate wage
16 statements; (7) failure to maintain accurate records; (8) failure to reimburse necessary business
17 expenses; (9) failure to timely pay all wages during employment; (10) failure to timely pay wages
18 upon termination; (11) civil penalties under the Labor Code Private Attorneys General Act of 2004,
19 Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (12) Unlawful Business Practices, Cal. Bus. &
20 Prof. Code §§ 17200, *et seq.*

21 WHEREAS, Defendant expressly deny the allegations of wrongdoing and violations of law
22 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class
23 Members; and

24 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
25 (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and
26 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

27 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation
28 re: Class and PAGA Action Settlement on May 15, 2025, which provides for the final resolution of

1 all class and PAGA claims asserted by Plaintiff against Defendant in the Action, on the terms and
2 conditions set forth in the Stipulation, subject to the approval of this Court;

3 NOW, therefore, the Court grants preliminary approval of the Settlement, and

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

5 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
6 in this Order shall have the meanings set forth therein.

7 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
8 Class.

9 3. The Class is defined as follows: *“all persons who worked at least one 3.5-hour shift*
10 *as a non-exempt employee in the State of California December 26, 2021 through December 1,*
11 *2024.”*

12 4. The Court has determined that the Class Notice fully and accurately informs all
13 persons in the Class of all material elements of the proposed Settlement, constitutes the best notice
14 practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Class
15 Members. The Class Notice is attached as **Exhibit A** and incorporated by reference.

16 5. The Court hereby grants preliminary approval of the Settlement and Stipulation as
17 fair, reasonable, and adequate in all respects to the Class Members, and orders the parties to
18 consummate the Settlement in accordance with the terms of the Stipulation, including the terms and
19 procedures for Class Members to object or request exclusion to the Settlement.

20 6. The plan of distribution as set forth in the Stipulation providing for the distribution
21 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
22 reasonable, and adequate.

23 7. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
24 Siegel of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles, California 90014; Navid
25 Barahmand of Barahmand Law Group, 7324 Sepulveda Boulevard, Suite B, Van Nuys, California
26 91405; and Bardia Aaron Akhavan of Akhavan & Associates, 15760 Ventura Boulevard, Suite
27 1720, Encino, California, 91436.

28 8. The Court preliminarily approves the payment of attorneys’ fees in the amount of

1 \$88,333.33 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be
2 paid from the Maximum Settlement Amount.

3 9. The Court preliminarily approves the payment of incurred reasonable costs in an
4 amount not to exceed \$20,000.00 to Class Counsel, which shall be paid from the Maximum
5 Settlement Amount as defined in the parties' Stipulation.

6 10. The Court preliminarily approves a payment in the amount of \$15,000.00 of the
7 settlement amount to be allocated to PAGA, of which \$11,250.00 will be paid to the California
8 Labor & Workforce Development Agency, representing the State of California's portion of civil
9 penalties under PAGA (or 75% of \$15,000), and \$3,750 to the alleged Aggrieved Employees (or
10 25% of \$15,000), which shall both be paid from the Maximum Settlement Amount.

11 11. The Court preliminarily approves the payment of incurred reasonable claims
12 administration costs to the Settlement Administrator, in an amount not to exceed \$20,000, which
13 shall be paid from the Maximum Settlement Amount.

14 12. The Court preliminarily approves an enhancement award to the Class
15 Representative, Ferry Mendoza, in the amount of up to \$7,500.00 which amount shall be paid from
16 the Maximum Settlement Amount.

17 13. The Court preliminarily approves the California Bar's Justice Gap Fund as the *cy*
18 *pres* beneficiary for all uncashed funds.

19 14. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
20 are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or
21 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
22 wrongdoing in this Action or in any other proceeding.

23 15. In the event that the Settlement does not become effective in accordance with the
24 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
25 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,
26 all orders entered and releases delivered in connection herewith shall be null and void to the extent
27 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to
28 proceed with litigation of the Action.

16. The Court orders the following Implementation Schedule¹ for further proceedings:

a.	Deadline for Defendant to submit Class Member data to the Settlement Administrator	<u>9/29/25</u> [10 calendar days from the date of the Court's Order Granting Preliminary Approval].
b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	<u>10/6/25</u> [5 calendar days following the Settlement Administrator's receipt of Class data]
c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	<u>11/20/25</u> [45 calendar days after the Settlement Administrator mails the Notice]
d.	Deadline for Class Members to submit objections to the Settlement	<u>11/20/25</u> [45 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	<u>12/5/25</u> [45 days prior to the Final Approval Hearing]
f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	<u>12/29/25</u> [16 Court days prior to the Final Settlement Approval Hearing]
g.	Final Settlement Approval Hearing	<u>1/21/26</u> , 2025 at <u>2:30 pm</u> a.m./p.m.
h.	Settlement Administrator to Provide an Accounting of Funds	<u>1/26/26</u> [5 calendar days following the Effective Date of the Settlement]
i.	Deadline for Defendant to deposit the entire Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	<u>2/10/26</u> [15 calendar days following the day Defendant receives the Accounting of Funds from the Settlement Administrator]
j.	Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency;	<u>2/17/26</u> [7 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount]

¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

	(c) Class Representative; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	
k.	Compliance Hearing	<u>10/7/26</u> [240 calendar days following Effective Date of the Settlement]

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 9/17/25

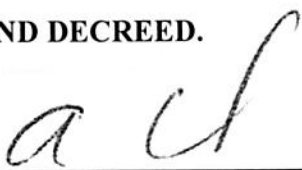

 Hon. Alicia Ekland
 Glenn County Superior Court Judge

EXHIBIT A

**NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR
COURT APPROVAL**

Ferry Mendoza v. Baugher Ranch Organics, Inc. et al.
Superior Court of the State of California, Glenn County
Case No. 25CV000363

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because Baugher Ranch Organics, Inc. ("Baugher Ranch") records show you are what is called a "Class Member," and are entitled to a payment from this class action settlement ("Settlement"). Class Members are all current and former non-exempt employees of Baugher Ranch who worked at least one 3.5 hour shift in California from December 26, 2021 through December 1, 2024.

On _____, the Honorable Alicia Ekland of the Superior Court of California for the County of Glenn granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>. [For PAGA Aggrieved Employees only: You are also a PAGA Aggrieved Employee, and will be mailed a check for you portion of the civil penalties under PAGA allocated in this Settlement, which is estimated to be <<estAmount>>.¹]

IF YOU STILL WORK FOR BAUGHER RANCH, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class

¹ By law, under the Private Attorney Generals Act ("PAGA"), the amount recovered in settlement, after paying for attorney's fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Settlement Members. The State receives 75% of the net settlement amount and the PAGA Settlement Members receive 25% of the net settlement (to be allocated on a pro rata basis). Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members ("Individual PAGA Settlement Member Payment"). You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<PayPeriods>>. Therefore, your Individual PAGA Settlement Member Payment is <<CheckAmount>>.

Questions? Contact the Settlement Administrator toll free at _____

Member because of the Class Member's participation in or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at [www._____](http://www._____.).

What Is This Case About?

Ferry Mendoza was an employee of Defendant. He is the "Plaintiff" in this case and is suing Baugher Ranch Organics, Inc. ("Defendant") on behalf of himself and all Class Members. Plaintiff sued Defendant, alleging they (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to authorize meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide sick leave; (6) failure to provide and maintain accurate wage statements; (7) failure to maintain accurate records; (8) failure to reimburse necessary business expenses; (9) failure to timely pay all wages during employment; (10) failure to timely pay wages upon termination; (11) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (12) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiff's claims or Defendant's defenses thereto.

Defendant is not admitting to any allegations or wrongdoing in this case, and in fact expressly denies that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Defendant asserts that the Class Members were properly compensated at all times during the Class Period. Defendant further asserts that it has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

Plaintiff entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. On September 24, 2024, the Parties negotiated a settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The Parties' agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action ("Joint Stipulation"). Defendant does not admit any liability by agreeing to a settlement.

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, in Department 2 of the Superior Court of California for the County of Glenn, 526 West Sycamore St, Willows, CA 95988. You are not required to attend the Hearing.

Attorneys for Plaintiff and the Class Members ("Class Counsel") are:

Bardia Akhavan
AKHAVAN & ASSOCIATES
(855) 463-4733
15760 Ventura Boulevard, Suite 1720

Questions? Contact the Settlement Administrator toll free at _____

Page 2

Encino, California 91436

and

Navid Barahmand
BARAHMAND LAW GROUP
7324 Sepulveda Boulevard, Suite B
Van Nuys, California 91405

and

Elliot J. Siegel
KING & SIEGEL, LLP
(213) 465-4802
724 South Spring Street, Suite 201
Los Angeles, California 90014

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members for \$265,000.00 ("Maximum Settlement Amount").

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a \$7,500 service payment to the Representative Plaintiff for his time and effort in pursuing this case and in exchange for a general release of claims against Defendant, subject to Court approval; (3) Settlement Administration Costs; (4) \$11,250.00 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 75% of the \$15,000 allocated to PAGA penalties); (5) an aggregate of \$3,750 to alleged PAGA Aggrieved Employees (or 25% of the \$15,000 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to \$88,333.33 in attorneys' fees and up to \$20,000 in litigation costs and expenses to Class Counsel.

After deducting the service payments to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys' fees and costs/expenses, a total of approximately [\$_____] will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount"). Employer-side payroll taxes will be paid by Baugher Ranch Organics, Inc. *outside* of the Maximum Settlement Amount.

Plan of Distribution to Class Members and PAGA Aggrieved Employees

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period ("Workweeks"). Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees.

Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's

Questions? Contact the Settlement Administrator toll free at _____

possession, custody or control.² Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down.

- b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
- c. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments. However, the minimum payment to any given Class Member shall be no less than \$25 dollars.
- d. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employee's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Ferry Mendoza v. Baugher Ranch Organics, Inc. et al.* Settlement Administrator, c/o _____ no later than 35 days after the date this Notice of Class Action Settlement was mailed to you.³

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than _____. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

² Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

³ Unless the 35th day falls on a Sunday or federal holiday. In that case, you have until the next day on which the U.S. Postal Service is open.

Questions? Contact the Settlement Administrator toll free at _____

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Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Class Members and Aggrieved Employees receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of each Individual Settlement Payment will be allocated to alleged unpaid wages, 80% will be allocated as alleged unpaid civil penalties and interest. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment and Individual PAGA payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”) against the Released Parties for the Release Period.

The Released Claims are defined as:

Those claims asserted in the Complaint or that reasonably could have been alleged based on the factual allegations contained in the operative complaint or LWDA letter, including but not limited to all of the following claims for relief: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or premium pay in lieu thereof; (4) failure to provide rest periods or premium pay in lieu thereof; (5) failure to provide sick leave; (6) failure to provide and maintain accurate wage statements; (7) failure to maintain accurate records; (8) failure to reimburse necessary business expenses; (9) failure to timely pay all wages during employment; (10) failure to timely pay wages upon termination; (11) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”); and (12) Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, et seq.

The Released PAGA Claims include:

All claims by Aggrieved Employees for civil penalties under PAGA asserted in the Complaint or LWDA letter, or that could have reasonably been alleged based on the factual allegations contained in the Operative Complaint and PAGA Notice. The Released PAGA Claims shall be released through the PAGA Release Period.

Questions? Contact the Settlement Administrator toll free at _____

Released Parties means (i) Defendant Baugher Ranch Organics, Inc.; (ii) its respective past and present direct and indirect subsidiaries and affiliates of any of the foregoing; (iii) the past and present shareholders, directors, officers, agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

The "Release Period" is the period from December 26, 2021 through December 1, 2024. The "PAGA Release Period" is the period from December 26, 2023 to December 1, 2024.

Option 2 – Opt-Out of the Settlement

You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator, in writing, not later than [date], that you wish to opt-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written "Request for Exclusion from The Class Action Settlement" letter or card to the Settlement Administrator postmarked no later than _____. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *FERRY MENDOZA V. BAUGHER RANCH ORGANICS, INC., ET. AL* LAWSUIT."

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Ferry Mendoza v. Baugher Ranch Organics, Inc., et. al Settlement Administrator

c/o _____

Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [35 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees' portion of the civil penalties allocated to PAGA⁴; (2) will **not** be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

⁴ By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

Questions? Contact the Settlement Administrator toll free at _____

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by Baugher Ranch Organics, Inc. in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before _____. All objections or other correspondence should state the name and number of the case, which is *Ferry Mendoza v. Baugher Ranch Organics, Inc., et. al.*, Glenn County Case Number No. 25CV000363.

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____, in Department 2 of the Superior Court of California for the County of Glenn located at 526 West Sycamore St, Willows, CA 95988, and discuss your objections with the Court and the Parties at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You can appear remotely by using the Court's zoom link at <https://saccourt-ca.gov.zoomgov.com/my/sscdept22> or by calling using the phone number: dial (833) 568-8864; ID 16184738886. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Glenn, during regular business hours of each court day.

All questions by Class Members regarding this Notice of Class and PAGA Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at [www._____](http://www._____.).

Questions? Contact the Settlement Administrator toll free at _____

**PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS
NOTICE.**

Questions? Contact the Settlement Administrator toll free at _____

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Share Form

Ferry Mendoza v. Baugher Ranch Organics, Inc.
Superior Court of the State of California, Glenn County
Case No. 25CV00036

For all persons who are or previously were employed by Baugher Ranch Organics, Inc. ("Defendant") in the State of California as a non-exempt employee from December 26, 2021 through December 1, 2024 ("Class Period").

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at \$_____. [[Your total Individual PAGA Payment is currently estimated at \$_____].] Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval ("Notice"), may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$_____.

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members' Workweeks in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice.

"Workweeks" means the number of weeks actually worked by each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down.

Defendant's records show that during the Class Period, you worked a total of _____ Workweeks. [[Defendant's records show that during the PAGA Period you worked a total of _____ Pay Periods.]]

**YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY
UNDER THE SETTLEMENT.**

If you believe the total number of your Workweeks during the Class Period or Pay Periods during the PAGA Period (listed above) are accurate, you do not need to take any further action in order to receive your payment(s).

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD OR PAY PERIODS DURING THE PAGA PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do NOT have to complete this part of the Share Form if the total number of your Workweeks during the Class Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

*Check the box below **ONLY** if you wish to challenge the total number of your Workweeks or Pay Periods as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:*

- ☐ I wish to challenge the total number of my Workweeks or Pay Periods. I have included a written statement detailing what I believe to be the correct number of weeks or pay periods I was employed as an hourly, non-exempt employee in California during the Class Period or PAGA Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

Signature

Name of Class Member _____ [preprinted]

Class Member ID Number (from address label): _____ [preprinted]

I believe that the correct number of Workweeks I was employed by Defendant as an hourly, non-exempt employee in California during the Class Period is:_____

I believe that the correct number of Pay Periods I was employed by Defendant as an hourly, non-exempt employee in California during the PAGA Period is:_____

The following is a statement of my reasons and documentation to support this number of Workweeks or Pay Periods:

[Attach documentation and use separate page(s) as necessary]

Mail to:

insert address