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on behalf of herself and all others similarly situated
and aggrieved

[Additional Parties on Next Page]

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

ESPERANZA GARCIA, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

BERBERIAN NUT COMPANY, LLC, a
California limited liability company;
MANUEL QUEZADA, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV01852

[Assigned for all purposes to the Hon.
Stephen E. Benson, in Dept 6]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: June 6, 2024
Trial Date: None set

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Attorneys for Defendant
MANUEL QUEZADA

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 ESPERANZA GARCIA (“Plaintiff”) individually and on behalf of the Settlement Class, on the
4 one hand, and defendants BERBERIAN NUT COMPANY, LLC (“Berberian”), and MANUEL
5 QUEZADA (“Quezada” and collectively with Berberian, “Defendants”), on the other hand, in
6 the lawsuit entitled *Garcia v. Berberian Nut Company, LLC, et al.*, filed in Butte County Superior
7 Court, Case No. 24CV01852 (the “Action”). Plaintiff and Defendants shall be, at times,
8 collectively referred to as the “Parties”. This Agreement is intended by the Parties to fully,
9 finally, and forever resolve the claims as set forth herein, based upon and subject to the terms
10 and conditions of this Agreement.

11 **1. DEFINITIONS**

12 **A. “Action”** means *Garcia v. Berberian Nut Company, LLC, et al.*, filed in Butte
13 County Superior Court, Case No. 24CV01852.

14 **B. “Aggrieved Employees”** means all Class Members who worked for either or both
15 Defendants at the plant and huller facilities in Chico, California during any pay period of the
16 PAGA Period as non-exempt, hourly-paid employees.

17 **C. “Class Counsel”** means Joshua Shirian and Aaron Yousefzadeh of Shirian Law,
18 P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

19 **D. “Class Period”** means the period from June 6, 2020 through October 14, 2025.

20 **E. “Class Notice”** means and refers to the notice sent to Class Members after
21 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
22 Agreement. The Parties mutually agreed upon Class Notice is attached hereto as Exhibit A,
23 which is intended to be submitted to the Court in substantially similar form and content for
24 Preliminary Court Approval of the Settlement.

25 **F. “Court”** means the Superior Court of the State of California for the County of
26 Butte.

27 **G. “Final Approval Effective Date”** means the later of: (1) the date the Court signs
28 and enters an Order granting final approval of this Settlement (“Final Approval”) and Judgment;

(2) if there is an objection filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (3) to the extent any timely appeals have been filed, the date on which any appeals are resolved, withdrawn or exhausted, with the Settlement upheld in all material respects as agreed upon by the Parties and approved by the Court. A copy of the Parties mutually agreed upon Final Approval Order is attached hereto as Exhibit “C”, which is intended to be submitted to the Court in substantially similar form and content for Final Approval of the Settlement.

H. “Defendants” mean, collectively, Berberian Nut Company, LLC and Manuel Quezada.

I. “Employer Taxes” means employer-paid taxes and contributions for the wage portion of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance, which shall be allocated and paid by Defendants according to their *pro rata* portion of the payroll taxes attributed to each Defendant.

J. “General Release” means the broader individual release of known and unknown claims by Plaintiff under California Civil Code section 1542, which is in addition to Plaintiff’s Released Class Claims and Released PAGA Claims as a Participating Class Member.

K. “Gross Settlement Amount” means a non-reversionary fund in the sum of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00),¹ which shall be paid by Defendants. Of this amount, Berberian Nut Company, LLC shall be independently responsible for Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), and Manuel Quezada shall be independently responsible for Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). The Gross Settlement Amount is the source from which all payments for the Individual Settlement Payments to Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the Individual PAGA Payments, and the LWDA Payment shall be paid. The Gross Settlement Amount expressly excludes Employer Taxes,

¹ As the same may be increased, if required, by Paragraph 17, below.

1 which shall be allocated and paid by Defendants according to their *pro rata* portion of the payroll
2 taxes, separate, apart, and in addition to, the Gross Settlement Amount.

3 **L. “Individual PAGA Payment”** means a payment made to an Aggrieved
4 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
5 Individual Settlement Share if he or she is also a Participating Class Member.

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7 **M. “Individual Settlement Payment”** means a payment to a Participating Class
8 Member of his or her net share of the Net Settlement Amount.

9 **N. “Individual Settlement Share”** means the estimated gross amount of the Net
10 Settlement Amount that a Participating Class Member may receive based on the current number
11 of Workweeks that he or she worked as a Settlement Class Member during the Class Period,
12 which shall be estimated in his or her Class Notice; the final number Workweeks may increase
13 or decrease and, if so, affect the Individual Settlement Share.

14 **O. “LWDA Payment”** means the payment to the State of California Labor and
15 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
16 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
17 Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents
18 (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand and Zero
19 Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand
20 Dollars and Zero Cents (\$5,000.00) will be paid to Aggrieved Employees on a *pro rata* basis
21 based on their Pay Periods worked for Defendants as a non-exempt, hourly-paid employee in
22 California in the PAGA Period (*i.e.*, the Individual PAGA Payment).

23 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
24 that is available for distribution to the Participating Class Members after deductions for the Court-
25 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
26 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
27 Payment, and the PAGA Payment.

1 **Q. “Operative Complaint” or “Complaint”** means the First Amended Complaint
2 that was filed with the Court on November 13, 2024.

3 **R. “PAGA Payment”** is the 25% portion of the Twenty Thousand Dollars and Zero
4 Cents (\$20,000.00) that is allocated toward PAGA penalties, namely Five Thousand Dollars and
5 Zero Cents (\$5,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on
6 their Pay Periods worked during the PAGA Period, which will be in addition to their Individual
7 Settlement Payment if they are also Participating Class Members.

8 **S. “PAGA Period”** means the period from April 17, 2023 through October 14, 2025.

9 **T. “Participating Class Members”** means all Settlement Class Members who do
10 not submit a timely and valid Request for Exclusion.

11 **U. “Participating Individual Settlement Share”** means the proportional share of
12 the Net Settlement Amount that a Participating Class Member is eligible to receive based on the
13 number of Workweeks that he or she worked as a Settlement Class Member during the Class
14 Period, excluding opt outs and any Individual PAGA Payment to which he or she may be entitled
15 if he or she is also an Aggrieved Employee.

16 **V. “Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to
17 Plaintiff Esperanza Garcia.

18 **W. “Preliminary Approval Date”** means the date on which the Court enters the
19 Order granting preliminary approval of the Settlement. The Parties mutually agreed upon
20 Preliminary Approval Order is attached hereto as Exhibit “B”, which is intended to be submitted
21 to the Court in substantially similar form and content for Preliminary Court Approval of the
22 Settlement.

23 **X. “Released Parties”** shall collectively mean: (i) Defendants; (ii) each of
24 Defendants’ respective past and present parents, subsidiaries, and partners; (iii) the past and
25 present board members, directors, officers, agents, employees, members, partners, managers,
26 agents, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any
27 individual or entity which could be jointly liable with any of the foregoing.

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1 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
2 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
3 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
4 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. The
5 Settlement Administrator will perform an NCOA check and will skip-trace return mail and re-
6 mail within three (3) business days of receipt. If a Class Member’s notice is re-mailed, the
7 Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-five (45)
8 calendar days from the date of the initial mailing, whichever is later, in which to postmark a
9 Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the
10 exclusive means for determining whether a Request for Exclusion, Objection, or Workweek
11 Dispute was submitted by the Response Deadline.

12 **Z. “Request for Exclusion”** means a valid and timely written request to be excluded
13 from the Settlement Class pursuant to Paragraph 9(C) below.

14 **AA. “Service Award”** means monetary amount to be paid to Plaintiff of up to Seven
15 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval,
16 will be paid out of the Gross Settlement Amount.

17 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
18 Administrator in administration of the Settlement, including, but not limited to, translating the
19 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
20 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
21 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
22 taxes and withholdings, providing declarations, generating Individual Settlement Payment
23 checks and related tax reporting forms, doing administrative work related to unclaimed checks,
24 transmitting payment to Class Counsel for the Court-approved amounts for attorneys’ fees and
25 reimbursement of litigation costs and expenses, to Plaintiff for their Service Award, and to the
26 LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related
27 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
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all pursuant to the terms of this Agreement. All Settlement Administration Costs by the Settlement Administrator are to be paid out of the Gross Settlement Amount.

CC. “Settlement Administrator” means the Third-Party Administrator mutually agreed upon by the Parties and approved by the Court that will be responsible for the administration of the Settlement including, without limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount and related matters under this Agreement.

DD. “Settlement Class” or “Settlement Class Members” means all current and former persons employed by either or both Defendants as a non-exempt, hourly-paid employee at the plant and huller facilities in Chico, California from June 6, 2020 through October, 14, 2025. The Settlement Class will not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement.

EE. “Workweeks” means the number of weeks that a Settlement Class Member worked on one or more days for, one or both Defendants in a non-exempt, hourly position during the Class Period in California.²

2. BACKGROUND

A. On April 17, 2024, Plaintiff filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (“PAGA Notice”). On July 19, 2025, Plaintiff filed an amended PAGA Notice adding Defendant Manuel Quezada (“Amended PAGA Notice” and collectively, the “PAGA Notices”).

² Defendants will calculate the number of workweeks worked by all Class Members during the Class Period based on time clock data, time sheets, and any other forms of time-tracking records maintained by Defendants (collectively, “Time Records”). In the event Time Records are incomplete for a particular Class Member, the number of workweeks shall be calculated using that Class Member’s hire date and termination date. The amount to be paid to Class Members per workweek will be determined based on such records. The workweeks will be calculated by Defendants for each Class Member during the Class Period based on Time Records, and in the event Time Records are incomplete for a particular Class Member, the number of workweeks shall be calculated using that Class Member’s hire date and termination date.

1 **B.** On June 6, 2024, Plaintiff filed a putative wage-and-hour class action alleging
2 that, during the Class Period, Defendants, as it pertains to Class Members: (1) failed to pay
3 overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or
4 compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof;
5 (5) failed to pay all wages due upon separation from employment; (6) failed to issue accurate and
6 compliant wage statements; (7) failed to timely pay wages; and (8) engaged in unfair
7 competition.

8 **C.** Thereafter, Plaintiff and Defendant Berberian Nut Company, LLC stipulated to
9 permit Plaintiff to file a First Amended Complaint to add Manuel Quezada, an individual, as a
10 defendant and to add a representative cause of action under PAGA.

11 **D.** On November 13, 2024, after sixty-five (65) days had passed since Plaintiff filed
12 the PAGA Notice, without any action by the LWDA, and after the Court granted the parties'
13 stipulation permitting Plaintiff to amend the pleadings, Plaintiff filed a First Amended Complaint
14 in the Action adding Manuel Quezada, an individual, as a defendant and seeking PAGA civil
15 penalties against Defendants for the Labor Code violations alleged in the PAGA Notices.

16 **E.** Shortly thereafter, the Parties agreed to exchange informal discovery and to attend
17 early mediation, for which Plaintiff was provided, among other things: (1) a fifteen percent (15%)
18 random sampling of Class Members' time and pay records; (2) data points reflecting number of
19 non-exempt, hourly paid employees, workweeks, and pay periods; (3) all relevant policy
20 documents; and (4) exemplars of Class Members' wage statements.

21 **F.** On July 31, 2025, the Parties participated in a full-day mediation before Marc
22 Feder, Esquire of Frank & Feder Mediators, a well-respected mediator experienced in mediating
23 complex labor and employment matters. Although the Action did not resolve during the
24 mediation, the mediator thereafter issued a proposal, which was accepted by all Parties and forms
25 the basis of the Settlement.

26 **G.** Class Counsel has conducted significant investigation of the law and facts relating
27 to the claims asserted in the Action, the PAGA Notices, and have concluded that that the
28 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement

1 Class, taking into account the sharply contested issues involved, the purported meal period
2 waivers signed by Class Members, the expense and time necessary to litigate the Action through
3 trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse
4 outcome, the uncertainties of complex litigation, the information learned through informal
5 discovery regarding Plaintiff's allegations, and the substantial benefits to be received by
6 Settlement Class Members.

7 **H.** The Court has not granted Class Certification or ruled on any alleged claims.

8 **I.** The Parties, Class Counsel and Counsel for Defendants represent that they are not
9 aware of any other pending matter or action asserting claims that will be extinguished or affected
10 by the Settlement.

11 **J.** Without admitting any liability or wrongdoing, Defendants have concluded that,
12 because of the substantial expense of defending against the Action, the length of time necessary
13 to resolve the issues presented herein, the inconvenience involved, and the concomitant
14 disruption to its business operations, it is in their best interests to accept the mediator's proposal
15 and to agree to terms of this Agreement. Defendants deny each of the allegations and claims
16 asserted against it in the Action and the PAGA Notices. However, Defendants nevertheless
17 desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
18 continuing litigation and for the purpose of putting to rest the controversies engendered by the
19 Action.

20 **K.** This Agreement is intended to and does effectuate the full, final, and complete
21 resolution of all Released Class Claims of Plaintiff and Participating Class Members, and the
22 Released PAGA Claims of Plaintiff, and, to the maximum extent permitted by law, of the State
23 of California and the Aggrieved Employees.

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1 **3. JURISDICTION**

2 The Court has jurisdiction over the Parties and the subject matter of the Action. The
3 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
4 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
5 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
6 pursuant to California Rule of Court, rule 3.769, subdivision (h).

7 **4. STIPULATION OF CLASS CERTIFICATION**

8 The Parties stipulate to the certification of the Settlement Class under this Agreement for
9 purposes of settlement only.

10 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

11 After full execution of this Agreement, Plaintiff will move for an order granting
12 preliminary approval of the Settlement, approving and directing the mailing of the proposed
13 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally
14 certifying the Settlement Class for settlement purposes only, enjoining Class Members from
15 pursuing the Released Class Claims (unless they opt opt) and the Released PAGA Claims
16 pending the Final Approval Effective Date, and approving the deadlines proposed by the Parties
17 for the submission of Requests for Exclusion, Workweek Disputes, and Objections. The proposed
18 Class Notice, Preliminary Approval Order (**Exhibit “B”**), and Final Approval Order (**Exhibit**
19 **“C”**) shall be mutually agreed upon by the Parties in final prior to submission to the Court. If
20 and when the Court preliminarily approves the Settlement, and after administration of the Class
21 Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff will move
22 for an order finally approving the Settlement and seek entry of Judgment consistent with this
23 Settlement. The Parties may both respond to any Objections lodged to final approval of the
24 Settlement up to five (5) court days before the Final Approval Hearing.

25 **6. STATEMENT OF NO ADMISSION**

26 Defendants deny any wrongdoing of any sort, and further deny any liability to Plaintiff,
27 the Settlement Class and the Aggrieved Employees, with respect to any claims or allegations
28 asserted in the Action and the PAGA Notices. This Agreement shall not be deemed an admission

1 by Defendants of any claims or allegations asserted in the Action or the PAGA Notices. If this
2 Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails
3 to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way
4 any claims, rights or remedies, or defenses in the Action or the PAGA Notices, and Defendants
5 will not be deemed to have waived, limited, or affected in any way any of their objections or
6 defenses in the Action and the PAGA Notices. If the Settlement is not finally approved as upon
7 herein, the Parties shall be restored to their respective positions in the Action prior to this
8 Settlement.

9 **7. RELEASED CLAIMS**

10 **A. Release by All Participating Class Members**

11 Upon the Final Approval Effective Date of the Settlement, and payment by Defendants
12 to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes
13 necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release, as
14 against the Released Parties, all claims under state, federal, and local law that were asserted or
15 could have been asserted based on the facts and allegations alleged in the Action, including any
16 amendments thereto, including without limitation, California Labor Code sections 200, 201,
17 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 218.6, 226, 226.3, 226.7, 245, *et seq.*,
18 510, 512, 558.1, 1194, 1194.2, 1197, 1197.5, 1199, applicable 2810.3, California Industrial
19 Commission Wage Orders, California Code of Regulations, Title. 8, section 11040, *et seq.*,
20 Business and Professions Code sections 17200 through 17208, California Code of Civil
21 Procedure sections 1021.5, 1032, Civil Code section 3287, and including all claims for or related
22 to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular
23 rate of pay, bonus and incentive pay, timely payment of wages during employment, timely
24 payment of wages at separation, wage statements, payroll records and recordkeeping, meal
25 periods and meal period premiums, and rest breaks and rest break premiums; as well as claims
26 for unfair competition, unfair business practices, unlawful business practices, fraudulent business
27 practices, class actions, declaratory relief, penalties (including but not limited to civil penalties
28 and waiting-time penalties), interest, fees, and costs associated with those class causes of action;

as well as all other claims and claims that could have been made based on the allegations alleged in the Action on a class basis during the Class Period (the “Released Class Claims”).

B. Release by All Aggrieved Employees

For Plaintiff, all Aggrieved Employees, and, to the maximum extent permitted by law, the State of California, upon the Final Approval Effective Date, and full payment by Defendants of the Gross Settlement Amount and Employers’ Taxes to the Settlement Administrator, the release by the Aggrieved Employees and the State of California, to the maximum extent permitted by law against the Released Parties, includes all claims seeking civil penalties under PAGA arising during the PAGA Period, that Plaintiff, as proxy for the State of California and/or the LWDA, and as a private attorney general acting on behalf of Plaintiff and the Aggrieved Employees, asserted or could reasonably have asserted based on the facts and allegations alleged in the Action and/or the PAGA Notices, including but not limited to all claims arising under the California Labor Code including, but not limited to sections 96, subdivision (k), 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 *et seq.*, 256, 404, 432, 432.3, 432.7, 432.8, 510, 511, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 1527, 2698, 2699, 2699.3, 2802, 2810.3, 2810.5, 3366, 3457, and 8397.4, Business and Professions Code sections 17200 through 17208, 16600, and 16700, Government Code section 12952, California Code of Regulations, title 8, sections 110404(5)(A), 3395, the applicable wage orders of the California Industrial Welfare Commission, and California Code of Civil Procedure sections 1021.5, 1032, Civil Code section 3287 based on the facts alleged in the Action during the PAGA Period (the “Released PAGA Claims”).

Aggrieved Employees cannot and do not have the right to opt out of the PAGA Released Claims and shall be bound by the Released PAGA Claims regardless of whether they negotiate or cash their Individual PAGA Payment checks.

The Released Class Claims and Released PAGA Claims shall be referred to herein as the “Released Claims”.

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1 **C. Claims Not Released**

2 The Released Class Claims expressly excludes claims for retaliation, discrimination,
3 unemployment insurance, disability, and workers' compensation, as well as any claims that could
4 not have been asserted based on the facts and allegations alleged in the Action. The Released
5 PAGA Claims are limited to claims arising during the PAGA Period for Plaintiff, the Aggrieved
6 Employees, and, to the maximum extent permitted by law, the State of California,), and any
7 claims arising outside of the PAGA Release Period are expressly not released.

8 **D. General Release**

9 Effective upon the Final Approval Effective Date, and payment by Defendants to the
10 Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary
11 to effectuate the Settlement, and as a condition of receiving the Service Award, in addition to the
12 Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases the
13 Released Parties from all claims, demands, rights, liabilities and causes of action of every nature
14 and description whatsoever, known or unknown, asserted or that might have been asserted,
15 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
16 arising out of, relating to, or in connection with any act or omission of the Released Parties
17 through the date of full execution of this Agreement in connection with Plaintiff's employment
18 with Defendants or the termination thereof, except for any and all other claims that may not be
19 released as a matter of law through this Agreement.

20 To the extent of the General Release provided herein, the Parties stipulate and agree that,
21 upon the Effective Date and payment by Defendants to the Settlement Administrator of the full
22 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff
23 shall have expressly waived and relinquished all known and unknown claims against Defendants,
24 to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
25 California Civil Code, or any other similar provision under federal or state law, which provides:

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

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8. **SETTLEMENT ADMINISTRATOR**

A. Plaintiff and Defendants, through their respective counsel, agree to mutually agree upon a Settlement Administrator, and subject to Court approval, to administer the Settlement, which includes but is not limited to translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and calculating all amounts to be paid from the Gross Settlement Amount. All costs of the Settlement Administrator to administer the Settlement will be paid from the Gross Settlement Amount.

9. **NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION
PROCESS**

A. **Notice to the Settlement Class Members**

(1) Within twenty-one (21) calendar days after the Preliminary Approval Date, Defendants' Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member, including his or her: (1) name; (2) last known address(es) currently in Defendants' possession, custody, or control; (3) last known telephone number(s) currently in Defendants' possession, custody, or control; (4) last known Social Security Number(s) in Defendants' possession, custody, or control; (5) Workweeks during the Class Period; and (6) Pay Periods during the PAGA Period ("Class List"), which shall be maintained by the Settlement Administrator as private and confidential and not disclosed to other Parties or to third parties.

Defendants will calculate the number of Workweeks worked by all Class Members during the Class Period based on time clock data, time sheets, and any other forms of time-tracking records maintained by Defendants (collectively, "Time Records"). In the event Time Records are incomplete for a particular Class Member, the number of workweeks shall be calculated using that Class Member's hire date and termination date. The amount to be paid to Class Members per Workweek will be determined based on such records. The workweeks will be calculated by Defendants for each Class Member during the Class Period based on Time Records, and in the event Time Records are incomplete for a particular Class Member, the number of workweeks

1 shall be calculated using that Class Member's hire date and termination date.

2 Defendants will calculate the number of Pay Periods worked by the Aggrieved
3 Employees during the PAGA Period based on the Time Records. In the event Time Records are
4 incomplete for a particular Aggrieved Employee, the number of Pay Periods shall be calculated
5 using that Class Member's hire date and termination date. The Pay Periods will be calculated by
6 Defendants for each Aggrieved Employee based on the Time Records and, if necessary, an
7 Aggrieved Employee's hire date and termination date during the PAGA Period. However, if an
8 Aggrieved Employee worked only one day as an Aggrieved Employee, such Aggrieved
9 Employee will be credited with having worked one Pay Period for purposes of the Settlement.

10 The Settlement Administrator shall perform an address search using the United States
11 Postal Service National Change of Address ("NCOA") database and update the addresses
12 contained on the Class List with the newly-found addresses, if any. Within forty-five (45)
13 calendar days after the Preliminary Approval Date, or as soon thereafter as possible, the
14 Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement
15 Class Members via first-class regular U.S. Mail using the most current mailing address
16 information available. The Settlement Administrator shall maintain the Class List, and digital
17 copies of all the Settlement Administrator's records evidencing providing notice to all Settlement
18 Class Members, for at least four (4) years from the Final Approval Date.

19 (2) The Class Notice will set forth:

- 20 (a) the Settlement Class Member's estimated Individual
21 Settlement Payment and Individual PAGA Payment,
22 and the basis for each;
- 23 (b) the information required by California Rule of Court,
24 rule 3.766, subdivision (d);
- 25 (c) the material terms of the Settlement;
- 26 (d) the proposed Settlement Administration Costs;
- 27 (e) the definition of the Settlement Class;

- 1 (f) a statement that the Court has preliminarily approved
2 the Settlement;
- 3 (g) how the Settlement Class Member can obtain
4 additional information, including contact information
5 for Class Counsel;
- 6 (h) instructions for opt-out and objection procedures;
- 7 (i) the date and location of the Final Approval Hearing;
8 and
- 9 (j) that the Settlement Class Member must notify the
10 Settlement Administrator no later than the Response
11 Deadline if the Settlement Class Member disputes the
12 accuracy of the number of Workweeks as set forth on
13 his or her Class Notice (“Workweek Dispute”). If a
14 Settlement Class Member fails to timely dispute the
15 number of Workweeks attributed to him or her in
16 conformity with the instructions in the Class Notice,
17 then he or she shall be deemed to have waived all
18 objections to the Workweeks and all claims for
19 additional settlement payment based on different data.

20 (3) If a Class Notice from the initial notice mailing is returned as
21 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
22 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
23 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
24 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
25 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the
26 Settlement Class Member. Further, any Class Notices that are returned to the Settlement
27 Administrator with a forwarding address before the Response Deadline shall be promptly re-
28 mailed to the forwarding address affixed thereto.

1 (4) No later than seven (7) calendar days from the Response Deadline, the
2 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
3 completion of the notice process, including the number of attempts to obtain valid mailing
4 addresses for and re-sending of any returned Class Notices, as well as the identities, the number
5 of, and copies of all Requests for Exclusion and Objections received by the Settlement
6 Administrator; the names, personal contact information and social security number of the Class
7 Member should be redacted in the copies provided to the Court.

8 **B. Objections.**

9 Only Participating Class Members may object to the Settlement; Class Members who opt
10 out of the Settlement are ineligible to object to the Settlement. In order for any Settlement Class
11 Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing
12 a written objection to the Settlement Administrator at the address or phone number provided on
13 the Class Notice no later than the Response Deadline. The Settlement Administrator shall email
14 a copy of the objection forthwith to Class Counsel and Defendants' counsel and attach copies of
15 all objections to the Declaration it provides Class Counsel, which Class Counsel shall file in
16 support of Plaintiff's Motion for Final Approval. The objection should set forth in writing: (1)
17 the objector's name; (2) the objector's address; (3) the last four digits of the objector's Social
18 Security Number; (4) the objector's signature; (5) a statement of whether the objector plans to
19 appear at the Final Approval Hearing; and (6) the reason(s) for the objection, along with whatever
20 legal authority, if any, the objector asserts in support of the objection. If a Settlement Class
21 Member objects to the Settlement, the Settlement Class Member will remain a member of the
22 Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be
23 bound by the terms of the Settlement in the same way and to the same extent as a Settlement
24 Class Member who does not object. The date of mailing of the Class Notice to the objecting
25 Settlement Class Member shall be conclusively determined according to the records of the
26 Settlement Administrator. Settlement Class Members need not object in writing to be heard at
27 the Final Approval Hearing; they may object or comment in person at the hearing at their own
28

1 expense. Class Counsel and Defendants' Counsel may respond to any objection lodged with the
2 Court up to five (5) court days before the Final Approval Hearing.

3 **C. Requesting Exclusion.**

4 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
5 Settlement by mailing a written request to be excluded from the Settlement ("Request for
6 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
7 To be valid, a Request for Exclusion must be timely and include: (1) the Class Member's name;
8 (2) the Class Member's Social Security Number; (3) the Class Member's signature; and (4) the
9 following statement: "Please exclude me from the Settlement Class in the *Garcia v. Berberian*
10 *Nut Company, LLC, et al.* matter. I understand that by requesting exclusion, I will not participate
11 in the class portion of the Settlement and will not receive any money from the class portion of
12 the Settlement" or any statement of similar meaning standing for the proposition that the Class
13 member does not wish to participate in the Settlement. The Settlement Administrator shall
14 immediately provide redacted copies of all Requests for Exclusion to Class Counsel and
15 Defendants' Counsel, and shall report the Requests for Exclusions that it receives, to the Court,
16 in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
17 Member who requests exclusion using this procedure will not be entitled to receive any payment
18 from the Settlement and will not be bound by the Settlement Agreement or have any right to
19 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
20 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
21 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
22 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
23 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
24 Settlement Class Member submits an objection and a Request for Exclusion, the Request for
25 Exclusion will control and the objection will be invalid. Settlement Class Members who worked
26 during the PAGA Period as Aggrieved Employees that submit a Request for Exclusion will
27 remain Aggrieved Employees because opting out is not permitted by PAGA, will receive their
28 Individual PAGA Payments, and will be bound by the Released PAGA Claims.

1 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

2 Each Settlement Class Member may dispute the number of Workweeks attributed to him
3 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
4 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
5 Response Deadline, along with all documentation supporting the dispute. The Settlement
6 Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for
7 Defendants, and shall immediately attempt to resolve all such disputes directly with relevant
8 Settlement Class Member(s) with the assistance of Defendants and Class Counsel. Defendants
9 will be provided the opportunity to submit documents and data in response to any Workweek
10 Dispute. Defendants will provide Time Records and hire and termination dates to the Settlement
11 Administrator for resolution of any Workweek or Pay Period disputes by a particular Class
12 Member or Aggrieved Employee. The Settlement Administrator shall make a reasoned and binding
13 decision on any Workweek Dispute based on all documents and data available to the Settlement
14 Administrator. The Settlement Administrator's decision on the Workweek Dispute will be final and
15 non-appealable.

16 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
17 **PAGA PAYMENTS**

18 Individual Settlement Payments will be calculated and distributed to Participating Class
19 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
20 Members' respective number of Workweeks during the Class Period. Individual PAGA
21 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
22 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
23 number of Pay Periods during the PAGA Period. Specific calculations of the Participating
24 Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be
25 made as follows:

26 **A.** Defendants will determine the total number of Workweeks worked by each
27 Settlement Class Member during the Class Period ("Class Member's Workweeks"), and the
28 aggregate number of Workweeks worked by all Settlement Class Members during the Class

Period (“Class Workweeks”). Additionally, Defendants will determine the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period (“Aggrieved Employee’s Workweeks”), and the aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period (“PAGA Workweeks”).

B. To determine each Settlement Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member’s Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period (“Participating Class Workweeks”) and use the following formula: Participating Individual Settlement Share = (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

D. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as “Individual Settlement Payment(s)”.

E. To determine each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$5,000.00 (the PAGA Payment).

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments.

Participating Class Members will receive an Individual Settlement Payment and Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement

1 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
2 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
3 calendar days after expiration of the 180-day period, checks for such payments shall be
4 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
5 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
6 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
7 Procedure section 384, shall be transmitted to the California Controller’s Office, Unclaimed
8 Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject
9 to the requirements of Code of Civil Procedure section 384.

10 **B. Funding of Settlement.**

11 The funding of the Gross Settlement Amount should be as follows:

12 (1) Defendant Berberian Nut Company, LLC shall, within thirty (30) calendar
13 days following the Final Approval Effective Date , make a payment of Three Hundred Thousand
14 Dollars and Zero Cents (\$300,000.00) (unless escalated pursuant to Paragraph 17 of this
15 Agreement) and the *pro rata* portion of the Employer Taxes to the Settlement Administrator
16 pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified
17 settlement account (“QSA”) with an FDIC insured banking institution, for distribution in
18 accordance with this Agreement and the Court’s Orders and subject to the conditions described
19 herein.

20 (2) Defendant Manuel Quezada shall, within thirty (30) days following the
21 Final Approval Effective Date, make a payment of Two Hundred Thousand Dollars and Zero
22 Cents (\$200,000.00) (unless escalated pursuant to Paragraph 17 of this Agreement) and *pro rata*
23 portion of the Employer Taxes to the Settlement Administrator pursuant to Internal Revenue
24 Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”)
25 with an FDIC insured banking institution, for distribution in accordance with this Agreement and
26 the Court’s Orders and subject to the conditions described herein.

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1 **C. Time for Distribution.**

2 Within fifteen (15) calendar days after payment of the Gross Settlement Amount and
3 Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator
4 shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as specified in
5 this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid
6 to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
7 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
8 Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA
9 Payments as specified in this Agreement and approved by the Court. The balance remaining
10 shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be
11 made to Participating Class Members, less applicable taxes and withholdings. All interest
12 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
13 Participating Class Members based on the number of Workweeks worked by them in the Class
14 Period.

15 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

16 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
17 fees of up to thirty-three percent (33%) of the Gross Settlement Amount, which, unless escalated
18 pursuant to Paragraph 17 of this Agreement, amounts to One Hundred Sixty-Five Thousand
19 Dollars and Zero Cents (\$165,000.00). Class Counsel shall further apply for, and Defendants
20 shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs
21 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
22 in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of
23 attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future
24 attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the
25 settlement in Action. The "future" aspect of the amounts stated herein includes, without
26 limitation, all time and expenses expended by Class Counsel (including any appeals therein).
27 There will be no additional charge of any kind to either the Settlement Class Members or request
28 for additional consideration from Defendants for such work unless, Defendants materially breach

1 this Agreement, including any term regarding funding, and further efforts are necessary from
2 Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce
3 the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
4 amounts that are less than the amounts provided for herein, the unapproved portion(s) shall be a
5 part of the Net Settlement Amount.

6 **13. SERVICE AWARD TO PLAINTIFF**

7 Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an amount not
8 to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for participation in
9 and assistance with the Class Action. Any Service Award awarded to Plaintiff shall be paid from
10 the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves
11 the Service Award to Plaintiff of less than the amount sought herein, the unapproved portion(s)
12 shall be a part of the Net Settlement Amount.

13 **14. TAXATION AND ALLOCATION**

14 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
15 be reported on an IRS Forms W-2); and 80% as interest and penalties (to be reported on an IRS
16 Forms 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The
17 Parties agree that the employees' share of taxes and withholdings with respect to the wage-
18 portion of the Individual Settlement Share will be withheld from the Individual Settlement Share,
19 and reported to the tax authorities, in order to yield the Individual Settlement Payment. The
20 amount of federal income tax withholding will be determined by the Settlement Administrator in
21 accordance with applicable federal, state and local laws and regulations.

22 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
23 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
24 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
25 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
26 set forth in this Section shall be modified in a manner to bring Defendants into compliance with
27 any such changes.

c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition to the Gross Settlement Amount. Defendants shall be responsible to pay the employer's share of payroll taxes as described above.

d. Neither Counsel for Plaintiff nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION

The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA and twenty-five percent (25%) (\$5,000.00) will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Pay Periods worked as Aggrieved Employees during the PAGA Period.

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Preliminary and Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to this Settlement. If this Settlement Agreement is not approved by the Court or approval is reversed on appeal, the Agreement shall be void and have no force or effect and no Party shall be bound by its terms

17. INCREASE IN WORKWEEKS

To negotiate this Settlement at mediation, Defendants collectively represented that the Class Members worked approximately 19,500 Workweeks during the Class Period. The Parties agreed that if the Workweeks worked by Class Members during the Class Period increases by more than ten (10) percent above 19,500 workweeks (e.g., to greater than 21,450 workweeks), Defendants at their sole discretion shall either: (1) increase the Gross Settlement amount on a

1 *pro rata* basis equal to the number of workweeks worked by Class Members for the particular
2 Defendant above ten (10) percent (i.e., by the percentage of workweeks above 21,450
3 workweeks); or (2) end the Class Period at the point in time where workweeks equal 21,450
4 workweeks.

5 **18. NOTICE OF RECISSION BASED ON REQUESTS FOR**
6 **EXCLUSION**

7 The number of timely and valid Requests for Exclusion (i.e., opt-outs) by Class
8 Members is not to exceed ten percent (10%), or Defendants may rescind the Settlement;
9 however, Defendants shall not be required to rescind the Settlement. Defendants must provide
10 written Notice of Recission to Class Counsel of their decision to rescind the Settlement within
11 fourteen (14) calendar days following notice to Defendants by the Settlement Administrator of
12 the number of opt outs. If Defendants exercise this right, Defendants shall be responsible for
13 the costs of administration incurred by the Settlement Administrator through the date of
14 recission of the Settlement.

15 **19. RELEASED CLAIMS ENJOINED UNLESS OPT OUT**

16 The Parties agree the Court's Preliminary Approval Order will include a provision
17 enjoining Class Members from filing claims before the California Division of Labor Standards
18 Enforcement (DLSE), or from initiating other proceedings regarding the Released Claims
19 against the Released Parties until they opt out of the Settlement Class, except to the extent such
20 claims were filed before entry of the preliminary approval order and prior to actual receipt of
21 the class notice; this provision is intended to provide all Class Members the opportunity to
22 participate in or to opt out of the Settlement, and to ensure finality of the Settlement and the
23 Released Claims to the fullest extent permitted by law. Nothing in this Settlement shall bar
24 Class Members from filing or maintaining administrative or legal claims until they have
25 received notice of the Settlement and had the opportunity to opt out.

26 **20. NO PUBLIC COMMENT**

27 Plaintiff and Class Counsel agree the terms of this Settlement (including, but not limited
28 to, the Maximum Settlement Amount), the negotiations leading to this Settlement, and all

documents related to the Settlement, shall not be discussed with, publicized or promoted to the public, except for public filings as necessary to obtain Preliminary Court Approval and Final Court Approval of the Settlement. Notwithstanding the foregoing, Plaintiff and Class Counsel may tell the public in general only the claims “have been resolved by the parties.”

21. MISCELLANEOUS PROVISIONS

A. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between the Parties. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Butte, and Plaintiff and Defendants hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and each of them, jointly and equally participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of competent independent counsel. As such, neither Plaintiff nor Defendants may claim that any ambiguity in this Agreement should be construed against the other. The Agreement may be modified only by a writing signed by counsel for the Parties and approved by the Court.

B. Further Cooperation.

The Parties and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they will not take any action inconsistent with this Agreement, including, without limitation,

1 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
2 Party has taken actions inconsistent with the Settlement, including, without limitation,
3 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
4 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
5 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
6 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
7 opt-outs and/or objections.

8 **C. Counterparts.**

9 The Agreement may be executed in one or more actual or non-original counterparts, and
10 by ink or electronic signatures, all of which will be considered one and the same instrument and
11 all of which will be considered binding and duplicate originals.

12 **D. Authority.**

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

15 **E. No Third-Party Beneficiaries.**

16 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
17 Class Counsel, and Defendants and the Released Parties, are direct beneficiaries of this
18 Agreement, and there are no third-party beneficiaries.

19 **F. Deadlines Falling on Weekends or Holidays.**

20 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
21 or legal holiday, that deadline shall be continued until the following business day that is not a
22 legal holiday.

23 **G. Continuing Jurisdiction**

24 The Parties hereby agree that pursuant to Code of Civil Procedure section 664.6, the trial
25 court shall retain jurisdiction over the Parties over the Action to enforce the terms of this
26 Agreement.

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1 **H. Class Member Signatories**

2 The Parties agreed that because the Class Members are so numerous, it is impossible or
3 impractical to have each Class Member execute this Settlement. The Class Notice will advise
4 all Class Members of the binding nature of the Released Claims, and the Released Claims shall
5 have the same force and effect as if this Settlement were executed by each member of the
6 Settlement Class.

7 **I. Severability**

8 The Parties agree, covenant and represent that each and every provision of this
9 Settlement shall be deemed contractual, and not treated as mere recitals at any time or for any
10 purpose. In the event that one or more of the provisions contained in this Agreement shall for
11 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality,
12 or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
13 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
14 as if such invalid, illegal, or unenforceable provision had never been included in this
15 Agreement.

16
17 **IT IS SO AGREED:**

18 Dated: Apr 6, 2026

Esperanza Garcia

Esperanza Garcia (Apr 6, 2026 12:20:29 PDT)

ESPERANZA GARCIA
Plaintiff and Class Representative

20
21 Dated: _____, 2026

Manuel Quezada

MANUEL QUEZADA
Defendant

22
23
24 Dated: _____, 2026

BERBERIAN NUT COMPANY, LLC
Defendant

25
26
27 By: _____

28 Its: _____

AGREED AS TO FORM:

Dated: April, 6, 2026



JOSHUA SHIRIAN
**Counsel for Plaintiff ESPERANZA
GARCIA**

Dated: May 13, 2026



GERARDO HERNANDEZ
EMILIO A. RODRIGUEZ
TIERENEY A. SOUZA
**Counsel for Defendant MANUEL
QUEZADA**

Dated: _____, 2026

CARY G. PALMER
EVAN D. BEECHER
RAJA. HAFED
**Counsel for Defendant BERBERIAN NUT
COMPANY, LLC**

H. Class Member Signatories

The Parties agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement. The Class Notice will advise all Class Members of the binding nature of the Released Claims, and the Released Claims shall have the same force and effect as if this Settlement were executed by each member of the Settlement Class.

I. Severability

The Parties agree, covenant and represent that each and every provision of this Settlement shall be deemed contractual, and not treated as mere recitals at any time or for any purpose. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: Apr 6, 2026

Esperanza Garcia

Esperanza Garcia (Apr 6, 2026 12:20:29 PDT)

ESPERANZA GARCIA
Plaintiff and Class Representative

Dated: _____, 2026

MANUEL QUEZADA
Defendant

Dated: April 15, 2026

Signed by:

Doug Rose

6AA2A79452DE431...

BERBERIAN NUT COMPANY, LLC
Defendant

By: Doug Rose

Its: Manager

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AGREED AS TO FORM:

Dated: April, 6, 2026



JOSHUA SHIRIAN
**Counsel for Plaintiff ESPERANZA
GARCIA**

Dated: _____, 2026

GERARDO HERNANDEZ
EMILIO A. RODRIGUEZ
TIERENEY A. SOUZA
**Counsel for Defendant MANUEL
QUEZADA**

Dated: April 16, 2026



CARY G. PALMER
EVAN D. BEECHER
RAJA. HAFED
**Counsel for Defendant BERBERIAN NUT
COMPANY, LLC**

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Garcia v. Berberian Nut Company, LLC, et. al.
(County of Butte, California Superior Court Case No. 24CV01852)

As a current or former non-exempt, hourly-paid California employee of Berberian Nut Company, LLC and/or Manuel Quezada, you are entitled to receive money from a class and representative action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class and representative action lawsuit. If you are a Class Member or an Aggrieved Employee, it contains important information about your right to receive a payment from the Settlement.

You have received this Notice of Class Action Settlement because the records of Berberian Nut Company, LLC (“Berberian”) and Manuel Quezada (“Quezada” and collectively with Berberian, “Defendants”) show you are a “Class Member” and/or an “Aggrieved Employee” for the Settlement, and therefore are entitled to a payment from the Settlement. Class Members are all current and former non-exempt, hourly-paid employees who worked for either or both Defendants at the plant and huller facilities in Chico, California at any time from June 6, 2020 through October 14, 2025 (“Class Period”). Aggrieved Employees are all current and former non-exempt, hourly-paid employees who worked for either or both Defendants at the plant and huller facilities in Chico, California during any pay period of the PAGA Period, which is from April 17, 2023 through October 14, 2025.

- The Settlement is to resolve a class and representative action lawsuit, *Garcia v. Berberian Nut Company, LLC, et al.*, pending in the Superior Court of California for the County of Butte, Case Number 24CV01852 (the “Lawsuit”), alleging, *inter alia*, that, during the Class Period, Defendants, as it pertains to Class Members: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to issue accurate and compliant wage statements; (7) failed to timely pay wages during employment; and (8) engaged in unfair competition. Based on these and other alleged Labor Code violations, Plaintiff also seeks penalties under the California Labor Code Private Attorneys General Act (“PAGA”) for allegedly Aggrieved Employees.
- On [REDACTED], the Butte County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that Defendants fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the Settlement of the Lawsuit.
OPT OUT OF THE CLASS SETTLEMENT	Exclude yourself from the class action portion of the Settlement, get no payment for Settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked during any pay period of the PAGA Period as an hourly-paid non-exempt employee of either or both Defendants at the plant and huller facilities in Chico, California, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE CLASS SETTLEMENT	If you wish to object to the Settlement, you may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 6 of the Butte County Superior Court, North Butte County Courthouse located at 1775 Concord Avenue, Chico, CA 95928.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] .m. on [REDACTED], in the Butte County Superior Court, North Butte County Courthouse located at 1775 Concord Avenue, Chico, CA 95928, in Department 6. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for either or both Defendants at the plant and huller facilities in Chico, California as a non-exempt, hourly-paid employee during the Class Period and/or PAGA Period. You were sent this Class Notice because you have a right to know about a proposed Settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Plaintiff Esperanza Garcia was a non-exempt, hourly-paid employee of Defendants. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendants’ alleged failure to pay overtime and minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay due wages upon separation from employment, failure to timely pay wages during employment, failure to issue compliant and accurate wage statements, and unfair competition, among other claims.

Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover civil penalties under PAGA.

Defendants deny all of the allegations made by Plaintiff and deny that they violated any law. Defendants do not admit any wrongdoing or liability through the Settlement. The Court has made no ruling on the merits of

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$500,000.00, unless escalated pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Settlement Administration Costs up to \$10,000.00 (2) up to 33% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, shall amount to \$165,000.00; (3) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; (4) up to \$7,500.00 in a Service Award to the Class Representative and (5) payment allocated to PAGA penalties in the amount of \$20,000.00 of which 75% (or \$15,000.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent 25% (or \$5,000.00) will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$272,500.00 will be available for distribution to Class Members ("Net Settlement Amount"). Employer payroll taxes for the wage portion of the Settlement will be separately paid by Defendants.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of Workweeks worked by Class Members in hourly-paid positions for either or both Defendants at the plant and huller facilities in Chico, California during the Class Period ("Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Workweeks attributed to the Class Member by all Workweeks attributed to members of the Settlement Class who do not opt out, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Workweeks ÷ total Workweeks of Class Members who do not opt out) x Net Settlement Amount. In addition, Class Members who worked for either or both Defendants at the plant and huller facilities in Chico, California during any pay period of the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$5,000.00 allocated as PAGA penalties to Aggrieved Employees, whether or not they opt out of the class settlement, based on the number of Workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendants' records indicate that you worked [Workweeks] as an hourly-paid employee of either or both Defendants at the plant and huller facilities in Chico, California during the Class Period and [Pay Periods] during the Individual PAGA Period. Based on these records, your estimated payment as a Class Member may be [Estimated Settlement Payment] and your estimated payment as an Aggrieved Employee may be [Estimated PAGA Award]. Your actual Individual Settlement Share may be increased or decreased based on the final number of Workweeks and Pay Periods. If you believe the Workweeks or Pay Periods is incorrect, you must mail a dispute to the Settlement Administrator and postmarked no later than [RESPONSE DEADLINE]. Please include: (1) your name, address, telephone number, last four digits of your social security number and your signature; (2) a statement of your dispute and how many Workweeks you contend should be credited to you; and (3) any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. Twenty percent (20%) of each Individual Settlement Share to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and eighty percent (80%) will be allocated as

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

civil or statutory penalties and interest, which will be reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. Within seven (7) days after expiration of the 180-day period, uncashed checks shall be cancelled and funds associated with such checks shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

You are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member, unless you opt out. If you do not dispute your Workweeks and do not opt out of the settlement, you will be bound by the release in the Settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive your Individual Settlement Share set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release the Released Parties of any and all claims that have been or could reasonably have been asserted based on the factual allegations in the Action, as follows:

For the duration of the Class Period, the release against the Released Parties includes, for Participating Class Members, all claims under state, federal, and local law that were asserted or could have been asserted based on the facts and allegations alleged in the Operative Complaint, including any amendments thereto, including without limitation, California Labor Code sections 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 218.6, 226, 226.3, 226.7, 245, et seq., 510, 512, 558.1, 1194, 1194.2, 1197, 1197.5, 1199, applicable 2810.3, California Industrial Commission Wage Orders, California Code of Regulations, Title. 8, section 11040, et seq., Business and Professions Code sections 17200 through 17208, California Code of Civil Procedure sections 1021.5, 1032, Civil Code section 3287, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, meal periods and meal period premiums, and rest breaks and rest break premiums; as well as claims for unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, declaratory relief, penalties (including but not limited to civil penalties and waiting-time penalties), interest, fees, and costs associated with those class causes of action; as well as all other claims and claims that could have been made based on the allegations alleged in the Action on a class basis during the Class Period (the "Released Class Claims").

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

For Plaintiff, the Aggrieved Employees, and, to the maximum extent permitted by law, the State of California, the release against the Released Parties includes all claims seeking civil penalties under PAGA arising during the duration of the PAGA Period, all claims alleged in the Operative Complaint and/or the PAGA Notices, including but not limited to all claims arising under the California Labor Code including, but not limited to sections 96, subdivision (k), 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 et seq., 256, 404, 432, 432.3, 432.7, 432.8, 510, 511, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 1527, 2698, 2699, 2699.3, 2802, 2810.3, 2810.5, 3366, 3457, and 8397.4, Business and Professions Code sections 17200 through 17208, 16600, and 16700, Government Code section 12952, California Code of Regulations, title 8, sections 110404(5)(A), 3395, the applicable wage orders of the California Industrial Welfare Commission, and California Code of Civil Procedure sections 1021.5, 1032, Civil Code section 3287 based on the facts alleged in the Action (the “Released PAGA Claims”). Aggrieved Employees may not opt out of the Released PAGA Claims and shall be bound by this release regardless of whether they negotiate or cash their Individual PAGA Payment checks.

The Released Class Claims and Released PAGA Claims are collectively referred to herein as the “Released Claims”. “Released Parties” shall collectively mean: (i) Defendants; (ii) each of Defendants' respective past and present parents, subsidiaries, and partners; (iii) the past and present board members, directors, officers, agents, employees, members, partners, managers, agents, transferees, 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.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Released Class Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, Social Security Number, and the following statement or any statement standing for the proposition that you seek to be excluded from the Settlement Class: “Please exclude me from the Settlement Class in the *Garcia v. Berberian Nut Company, LLC, et al.* matter. I understand that by requesting exclusion, I will not participate in the class portion of the Settlement and will not receive any money from the class portion of the Settlement.” or any statement of similar meaning standing for the proposition that you do not wish to participate in the Settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

Settlement Administrators
[Add Mailing Address]

Your written request for exclusion must be mailed to the Administrator and postmarked no later than [RESPONSE DEADLINE].

The Settlement includes Settlement of the Released PAGA Claims. An employee may not request exclusion from the Settlement under PAGA. Thus, if the Court approves the Settlement, even if you request exclusion from the class portion of the Settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

Option 3 – Submit an Objection to the Settlement

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

If you wish to object to the Settlement, you may submit an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, signature, a statement of whether you intend to appear at the Final Approval Hearing, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator and postmarked no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you opt out of the Settlement, your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Individual Settlement Share.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for **[REDACTED]** at **[REDACTED]**.m. in the Butte County Superior Court, North Butte County Courthouse located at 1775 Concord Avenue, Chico, CA 95928, in Department 6, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.butte.courts.ca.gov/>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is a summary of the Settlement. If you have questions about this Notice of Class Action Settlement or the Settlement, you may call the Settlement Administrator at **[PHONE NUMBER]**. You may also choose to contact Class Counsel or Defendants' Counsel as follows:

CLASS COUNSEL

SHIRIAN LAW, P.C.

Joshua Shirian (Cal. Bar No. 341909)
josh@shirianlaw.com
Aaron Yousefzadeh (Cal. Bar No. 351101)
aaron@shirianlaw.com
10850 Wilshire Boulevard, Suite 1260
Los Angeles, California 90024
Tel: (310) 907-5000
Fax: (310) 988-5000

DEFENDANT'S COUNSEL

JACKSON LEWIS P.C.

Counsel for Berberian Nut Company, LLC

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Fresno, California 93704.2225
Telephone: 559.244.7500
Fax No.: 559.244.7525

Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**

You may also visit the Settlement Administrator's website at [WEBSITE] to view key documents in this case, including the Settlement Agreement and the Preliminary Approval Order.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Butte County Superior Court, North Butte County Courthouse located at 1775 Concord Avenue, Chico, CA 95928, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.butte.courts.ca.gov/online-services/case-information>.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

4921-0609-5753, v. 1

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

EXHIBIT B

1 **SHIRIAN LAW, P.C.**

Joshua Shirian (Cal. Bar No. 341909)

2 *josh@shirianlaw.com*

Aaron Yousefzadeh (Cal. Bar No. 351101)

3 *aaron@shirianlaw.com*

10850 Wilshire Boulevard, Suite 1260

4 Los Angeles, California 90024

Tel: (310) 907-5000

5 Fax: (310) 988-5000

6 Attorneys for Plaintiff, ESPERANZA GARCIA and
on behalf of herself and all others similarly situated
7 and aggrieved

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF BUTTE**

10 ESPERANZA GARCIA, an individual and on
11 behalf of all others similarly situated,

12 Plaintiff,

13 v.
14

15 BERBERIAN NUT COMPANY, LLC, a
California limited liability company;
16 MANUEL QUEZADA, an individual; and
DOES 1 through 100, inclusive,

17 Defendants.
18
19

CASE NO.: 24CV01852

*[Assigned for all purposes to the Hon. Stephen E.
Benson, in Dept 6]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Esperanza Garcia (“Plaintiff”) for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Joshua Shirian, Plaintiff, and [SETTLEMENT ADMINISTRATOR DECL.], the Joint Stipulation
5 Re: Class Action and Representative Action Settlement (the “Settlement,” “Settlement Agreement”
6 or “Agreement”), the proposed Notice of Proposed Class Action Settlement and Date for Final
7 Approval Hearing (“Class Notice”), and other documents submitted in support of the Motion for
8 Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Preliminary Approval Order as though set forth in full therein; all terms defined therein
11 shall have the same meaning in this Preliminary Approval Order.

12 2. “Plaintiff” refers to plaintiff Esperanza Garcia. “Defendants” refer to Berberian Nut
13 Company, LLC and Manuel Quezada. Plaintiff and Defendants are collectively referred to as “the
14 Parties”).

15 3. The Court certifies the following settlement class (“Settlement Class,” “Settlement
16 Class Members” or “Class Members”) for the purpose of settlement only will include all current and
17 former persons employed by either or both Defendants as a non-exempt, hourly-paid employee who
18 performed work for either or both Defendants at the plant and huller facilities in Chico, California
19 at any time between June 6, 2020 through October 14, 2025. (“Class Period”).

20 4. All Class Members, who worked for either or both Defendants at the plant and huller
21 facilities in Chico, California during any pay period from April 17, 2023 through October 14, 2025
22 (“PAGA Period”), are aggrieved employees with respect to the California Private Attorneys General
23 Act (“PAGA”) (“Aggrieved Employees”).

24 5. The Court preliminarily appoints the named plaintiff Esperanza Garcia as Class
25 Representative and Joshua Shirian and Aaron Yousefzadeh of Shirian Law, P.C., as Class Counsel.

26 6. The Court preliminarily approves the proposed Settlement upon the terms and
27 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
28 Settlement appears to be within the range of reasonableness of settlement that could ultimately be

1 given final approval by the Court. It appears to the Court on a preliminary basis that the Settlement
2 amount is fair, adequate, and reasonable as to all Class Members when balanced against the probable
3 outcome of further litigation relating to liability and damages issues. It further appears that
4 extensive and costly investigation and research has been conducted such that counsel for the parties
5 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
6 that the Settlement at this time will avoid substantial additional costs to all Parties, as well as the
7 delay and risks that would be presented by the further prosecution of the Action. It further appears
8 that the Settlement has been reached as the result of intensive, non-collusive and arms-length
9 negotiations utilizing an experienced third-party neutral.

10 7. The Court approves, as to form and content, the Class Notice that has been submitted
11 herewith.

12 8. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
13 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
14 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
15 with the requirements of law and appears to be the best notice practicable under the circumstances.

16 9. The Court hereby preliminarily approves the Gross Settlement Amount of
17 \$500,000.00, subject to potential increase pursuant to the terms of Paragraph 17 of the Settlement
18 Agreement, which includes attorneys' fees of thirty-three percent (33%) of the Gross Settlement
19 Amount, which, if not escalated pursuant to the Settlement Agreement, amounts to \$165,000, in
20 addition to actual costs incurred of up to \$25,000.00; service award of up to \$7,500.00 to Plaintiff;
21 costs of settlement administration of no more than [COST OF SETTLEMENT
22 ADMINISTRATION] and Private Attorneys' General Act of 2004 ("PAGA") penalties in the
23 amount of \$20,000.00, of which \$15,000.00 (75%) will be paid to the Labor and Workforce
24 Development Agency ("LWDA") and \$5,000.00 (25%) to Aggrieved Employees.

25 10. The Gross Settlement Amount expressly excludes Employers' Taxes, which will be
26 paid separately and apart by Defendants in addition to the Gross Settlement Amount.

27 11. "Workweeks" shall mean the number of weeks that a Settlement Class Member was
28 employed by, and worked on one or more days for, the Defendants in a non-exempt, hourly position

1 during the Class Period in California. Defendants will calculate the number of workweeks worked
2 by all Class Members during the Class Period based on time clock data, time sheets, and any other
3 forms of time-tracking records maintained by Defendants (collectively, “Time Records”). In the
4 event Time Records are incomplete for a particular Class Member, the number of workweeks shall
5 be calculated using that Class Member’s hire date and termination date. The amount to be paid to
6 Class Members per workweek will be determined based on such records.

7 12. The Gross Settlement Amount is based on Defendants’ representation that the
8 Settlement Class worked approximately 19,500 Workweeks during the Class Period. In the event
9 that it is determined that the final number of Workweeks worked by Class Members during the Class
10 Period increases by more than ten (10) percent above 19,500 workweeks (e.g., to greater than 21,450
11 workweeks), Defendants at their sole discretion shall either: (1) increase the Gross Settlement
12 amount on a *pro rata* basis equal to the number of workweeks worked by Class Members for the
13 particular Defendant above ten (10) percent (i.e., by the percentage of workweeks above 21,450
14 workweeks); or (2) end the Class Period at the point in time where workweeks equal 21,450
15 workweeks.

16 13. The Court deems [SETTLEMENT ADMINISTRATOR] (“Administrator”), the
17 settlement administrator, and preliminarily approves payment of administrative costs, not to exceed
18 [COST OF SETTLEMENT ADMINISTRATION] out of the Gross Settlement Amount for services
19 to be rendered by Administrator on behalf of the class.

20 14. Before the date by which Plaintiff is required to file the Motion for Final Approval
21 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
22 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
23 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
24 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
25 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
26 number of written objections and attach the Exclusion List. The Administrator will supplement its
27 declaration as needed or requested by the Parties and/or the Court.

28 15. The Court directs Defendants’ Counsel to, within twenty-one (21) calendar days after

entry of this Preliminary Approval Order, provide the Administrator with information with respect to each Class Member and/or Aggrieved Employee, including his or her: (1) name; (2) last known address(es) currently in Defendants' possession, custody, or control; (3) last known telephone number(s) currently in Defendants' possession, custody, or control; (4) last known Social Security Number(s) in Defendants' possession, custody, or control; (5) Workweeks during the Class Period; and (6) Pay Periods during the PAGA Period ("Class List").

16. Upon receipt of the Class List, the Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly-found addresses, if any. To the extent that this process yields an updated address, that updated address shall replace the last known address and be treated as the new last known address for purposes of this Settlement, and for subsequent mailings.

17. Because Social Security Numbers are included in the Class List, the Settlement Administrator shall maintain the Class List in confidence, and shall only access and use the data to administer the Settlement in conformity with the Settlement Agreement and the Court's orders approving the settlement.

18. Using best efforts to perform as soon as possible, and within forty-five (45) calendar days after entry of this Preliminary Approval Order, or soon thereafter as possible, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available.

19. "Response Deadline" means the deadline for Settlement Class Members to mail any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. The Settlement Administrator will perform an NCOA check and will skip-trace return mail and re-mail within three (3) business days of receipt. If a Class Member's notice is re-mailed, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion,

1 Workweek Dispute or Objection. The date of the postmark shall be the exclusive means for
2 determining whether a Request for Exclusion, Objection, or Workweek Dispute was submitted by
3 the Response Deadline.

4 20. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
5 must send the Settlement Administrator, by mail, a signed written Request for Exclusion not later
6 than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional
7 fifteen (15) calendar days for Class Members whose Class Notice is re-mailed). A Request for
8 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
9 the Class Member's election to be excluded from the Settlement and includes the Class Member's
10 name, Social Security Number, Class Member's signature, and the following statement: "Please
11 exclude me from the Settlement Class in the *Garcia v. Berberian Nut Company, LLC, et al.* matter.
12 I understand that by requesting exclusion, I will not participate in the class portion of the Settlement
13 and will not receive any money from the class portion of the Settlement." or any statement of similar
14 meaning standing for the proposition that the Class member does not wish to participate in the
15 Settlement. To be valid, a Request for Exclusion must be postmarked by the Response Deadline.

16 21. Any Class Member who does not opt out of the Settlement Class by submitting a
17 timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those
18 pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court
19 if Final Approval of the Class Settlement is granted.

20 22. All Aggrieved Employees (including Plaintiff), and, to the maximum extent
21 permitted by law, the State of California, shall, effective upon the entry of an Order granting Final
22 Approval of the Settlement, entry of Judgment, and full payment by Defendants of the Gross
23 Settlement Amount and Employers' Taxes to the Settlement Administrator, be bound by terms of
24 the Settlement solely as to the PAGA Released Claims, as well as any Judgment that may be entered
25 by the Court granting Final Approval of the Settlement.

26 23. After the expiration of the deadline for submitting Requests for Exclusion, the
27 Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class
28 Counsel and Defendants' Counsel and shall report the Requests for Exclusion that it receives, to the

1 Court, in its declaration to be provided in advance of the Final Approval Hearing.

2 24. Participating Class Members may send written objections to the Administrator by
3 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
4 appear in Court) to object or comment in person at the Final Approval Hearing. A Participating
5 Class Member who elects to send a written objection to the Administrator must do so not later than
6 forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an
7 additional fifteen (15) calendar days for Class Members whose Class Notice was re-mailed. Class
8 Counsel and Defendant's Counsel may respond to any objection lodged with the Court up to five
9 (5) court days before the Final Approval Hearing. Aggrieved Employees are not eligible to exclude
10 themselves from, or to opt out of, the Released PAGA Claims.

11 25. If a Settlement Class Member submits both an Objection and a Request for Exclusion,
12 the Request for Exclusion will control and the Objection will be overruled.

13 26. Each Settlement Class Member shall have forty-five (45) calendar days after the
14 Administrator mails the Class Notice (plus an additional fifteen (15) calendar days for Class
15 Members whose Class Notice is re-mailed) to challenge the number of Workweeks allocated to the
16 Settlement Class Member in the Class Notice. The Settlement Class Member may challenge the
17 Workweeks by communicating in writing with the Administrator. The Administrator must
18 encourage the challenging Class Member to submit supporting documentation.

19 27. To facilitate administration of the Settlement pending final approval, the Court
20 hereby enjoins Class Members from filing claims before the California Division of Labor Standards
21 Enforcement (DLSE), or from initiating other proceedings regarding the regarding claims released
22 by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion
23 with the Settlement Administrator.

24 28. The Court orders the following Implementation Schedule, consistent with the
25 Settlement Agreement, for further proceedings:

- 26 a. Deadline for Defendants to Submit 21 calendar days after the
27 Class Member Information to Preliminary Approval Date
28 Settlement Administrator

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|----|--|---|
| b. | Deadline for Settlement Administrator to Mail Notice Packet to Class Members | 45 calendar days after the Preliminary Approval Date |
| c. | Deadline for Class Members to Postmark Requests for Exclusion | 45 calendar days after mailing of the Class Notice, or 15 days after remailing, whichever is later |
| d. | Deadline for Receipt by Court, Settlement Administrator and Counsel of any Objections to Settlement | 45 calendar days after mailing of the Class Notice, or 15 days after remailing, whichever is later |
| e. | Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees Costs, and Service Award | 16 Court days before Final Approval Hearing |
| f. | Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing | 16 Court days before Final Approval Hearing |
| g. | Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable) | 14 calendar days after Settlement Administrator provides the number of opt outs to Defendant |
| h. | Final Approval Hearing | <u> </u> in Department
<u>6, at a.m.</u> |
| i. | Deadline for Defendants to fund Settlement (if Settlement is Effective) | 30 calendar days after Final Approval Effective Date |
| j. | Deadline for Settlement Administrator to mail Individual Settlement Shares, the Service Award, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective) | 15 calendar days after Final Approval Effective Date |
| k. | Deadline for Class Members to cash Individual Settlement Shares (if Settlement is Effective) | 180 calendar days after Settlement Administrator mails the Settlement Awards and the Enhancement Awards |

1 29. The Court reserves the right to adjourn or continue the Final Approval Hearing,
2 and all dates provided in the Settlement, without further notice to Class Members and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed
4 Settlement.

5 30. As of the date this Preliminary Approval Order is filed, all dates and deadlines in
6 the Action shall be stayed, other than those set forth in the Implementation Schedule above
7 pertaining to administration of the Settlement.

8 **IT IS SO ORDERED.**

9
10 Dated: _____

The Hon. Stephen E. Benson
Judge of the Superior Court

EXHIBIT C

1 **SHIRIAN LAW, P.C.**
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6

7 Attorneys for Plaintiff, ESPERANZA GARCIA and
on behalf of herself and all others similarly situated
8 and aggrieved

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF BUTTE**

11 ESPERANZA GARCIA, an individual and on
behalf of all others similarly situated,
12
Plaintiff,
13
v.
14 BERBERIAN NUT COMPANY, LLC, a
California limited liability company;
15 MANUEL QUEZADA, an individual;; and
DOES 1 through 100, inclusive,
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Defendants.
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CASE NO.: 24CV01852

*[Assigned for all purposes to the Hon. Stephen
E. Benson, in Dept 6]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD, AND JUDGMENT**

1 This matter having come before the Court for a Final Approval Hearing pursuant to the Order
2 of this Court dated [REDACTED], 2026, granting preliminary approval (“Preliminary Approval
3 Order”) of the class and representative action settlement upon the terms set forth in the Class and
4 Representative Action Settlement Agreement (“Settlement Agreement”), attached to the declaration
5 of Joshua Shirian filed on [REDACTED], 2026, submitted in support of Motion for Preliminary
6 Approval of the Class and Representative Action Settlement and Certifying Class for Settlement
7 Purposes; and due and adequate notice having been given to the Class Members as required in the
8 Preliminary Approval Order; and the Court having considered all papers filed and proceedings had
9 herein and otherwise being fully informed and good cause appearing therefor, it is hereby
10 **ORDERED, ADJUDGED AND DECREED, AND JUDGMENT ENTERED, AS FOLLOWS:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement,
12 Service Award, and Reasonable Attorneys’ Fees and Costs (“Final Order”) is hereby granted in its
13 entirety.

14 2. The definitions set out in the Settlement Agreement are incorporated by reference
15 into this Final Order; all terms defined therein shall have the same meaning in this Final Order as
16 defined in the Settlement Agreement.

17 3. This Court has jurisdiction over the subject matter of this litigation and over all
18 Parties to this litigation, including all Class Members and Aggrieved Employees (defined below).

19 4. “Defendants” refer to Berberian Nut Company, LLC and Manuel Quezada.

20 5. The “Class Period” is June 6, 2020 through October 14, 2025.

21 6. The “PAGA Period” is April 17, 2023 through October 14, 2025.

22 7. For settlement purposes only, the Court certifies the settlement class for the purpose
23 of settlement only: “Settlement Class,” “Settlement Class Members” or “Class Members” will
24 include all current and former persons employed by either or both Defendants as a non-exempt,
25 hourly-paid employee at the plant and huller facilities in Chico, California, from June 6, 2020
26 through October 14, 2025 (“Class Period”). The Settlement Class will not include any person who
27 previously settled or released any of the claims covered by this Settlement, or any person who
28 previously was paid or received awards through civil or administrative actions for the claims

covered by this Settlement.

8. All Class Members, who worked for either or both Defendants at the plant and huller facilities in Chico, California during any pay period from April 17, 2023 through October 14, 2025, are aggrieved employees with respect to the California Private Attorneys General Act (“PAGA”) (“Aggrieved Employees”). The “PAGA Period” is April 17, 2023 through October 14, 2025.

9. The parties released shall collectively mean: (i) Defendants; (ii) each of Defendants’ respective past and present parents, subsidiaries, and partners; (iii) the past and present board members, directors, officers, agents, employees, members, partners, managers, agents, transferees, 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 (“Released Parties”).

10. “Plaintiff” refers to plaintiff Esperanza Garcia.

11. Upon the Final Approval Effective Date, and entry of Judgment and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release all claims set forth in the Settlement Agreement and herein.

a. Released Class Claims: Upon the Final Approval Effective Date, and full payment by Defendants of the Gross Settlement Amount and Employers’ Taxes to the Settlement Administrator, and except as to the right to enforce the terms and conditions of the Settlement, Plaintiff and all Participating Class Members release, as against the Released Parties, all claims under state, federal, and local law that were asserted or could have been asserted based on the facts and allegations alleged in the Action, including any amendments thereto, including without limitation, California Labor Code sections 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 218.6, 226, 226.3, 226.7, 245, et seq., 510, 512, 558.1, 1194, 1194.2, 1197, 1197.5, 1199, applicable 2810.3, California Industrial Commission Wage Orders, California Code of Regulations, Title 8, section 11040, et seq., Business and Professions Code sections 17200 through 17208, California Code of Civil Procedure sections 1021.5, 1032, Civil Code section 3287, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at

1 separation, wage statements, payroll records and recordkeeping, meal periods and meal period
2 premiums, and rest breaks and rest break premiums; as well as claims for unfair competition, unfair
3 business practices, unlawful business practices, fraudulent business practices, class actions,
4 declaratory relief, penalties (including but not limited to civil penalties and waiting-time penalties),
5 interest, fees, and costs associated with those class causes of action; as well as all other claims and
6 claims that could have been made based on the allegations alleged in the Action on a class basis
7 during the Class Period (the “Released Class Claims”).

8 b. Released PAGA Claims. Upon the Final Approval Effective Date, and full payment
9 by Defendants of the Gross Settlement Amount and Employers’ Taxes to the Settlement
10 Administrator, and except as to the right to enforce the terms and conditions of the Settlement, all
11 Aggrieved Employees, and, to the maximum extent permitted by law, the State of California, release
12 all claims seeking civil penalties under PAGA arising during the PAGA Period, that Plaintiff, as
13 proxy for the State of California and/or the LWDA, and as a private attorney general acting on behalf
14 of Plaintiff and the Aggrieved Employees, asserted or could reasonably have asserted against the
15 Released Parties, based on the facts and allegations alleged in the Action and/or the PAGA Notices,
16 including but not limited to all claims arising under the California Labor Code including, but not
17 limited to sections 96, subdivision (k), 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205,
18 205.5, 210, 212, 213, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 et seq., 256, 404,
19 432, 432.3, 432.7, 432.8, 510, 511, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2,
20 1197, 1197.1, 1197.5, 1198.5, 1199, 1527, 2698, 2699, 2699.3, 2802, 2810.3, 2810.5, 3366, 3457,
21 and 8397.4, Business and Professions Code sections 17200 through 17208, 16600, and 16700,
22 Government Code section 12952, California Code of Regulations, title 8, sections 110404(5)(A),
23 3395, the applicable wage orders of the California Industrial Welfare Commission, and California
24 Code of Civil Procedure sections 1021.5, 1032, Civil Code section 3287 based on the facts alleged in
25 the Action (the “Released PAGA Claims”). The Released PAGA Claims are binding upon Aggrieved
26 Employees upon Final Approval of the Settlement, entry of Judgment, and payment by Defendants
27 of the full Gross Settlement Amount and Employers’ Taxes. Further, Aggrieved Employees are bound
28 by the Released PAGA Claims regardless of whether they cash their PAGA Award. Aggrieved

1 Employees are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

2 12. Distribution of the Notice of Proposed Class Action Settlement and Date for Final
3 Approval Hearing (“Class Notice”) directed to the Class Members as set forth in the Settlement
4 Agreement and the other matters set forth herein have been completed in conformity with the
5 Preliminary Approval Order, including individual notice to all Class Members who could be
6 identified through reasonable effort, and was the best notice practicable under the circumstances.
7 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
8 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
9 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

10 13. [NUMBER OF OPT OUTS] Class Members opted out of the Settlement and
11 [NUMBER OF OBJECTIONS] Class Members objected to the Settlement, thus all Class Members
12 are Participating Class Members.

13 14. The Court further finds that the Settlement is fair, reasonable and adequate and that
14 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
15 settlement under California law, including the provisions of Code of Civil Procedure section 382
16 and Federal Rules of Civil Procedure, Rule 23, approved for use by the California state courts in
17 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

18 15. This Court hereby approves the Settlement set forth in the Settlement Agreement and
19 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
20 effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached
21 as a result of intensive, serious and non-collusive arm’s length negotiations. The Court further finds
22 that the Parties have conducted extensive and costly investigation and research and counsel for the
23 parties are able to reasonably evaluate their respective positions. The Court also finds that
24 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
25 that would be presented by the further prosecution of this Action. The Court has noted the
26 significant benefits to the Class Members under the Settlement. The Court also finds that the
27 Settlement Class is properly certified as a class for settlement purposes only.

28 16. The Court approves Plaintiff as the Class Representative.

1 17. The Court approves Joshua Shirian and Aaron Yousefzadeh of Shirian Law, P.C. as
2 Class Counsel.

3 18. The Court approves [SETTLEMENT ADMINISTRATORS] (“Settlement
4 Administrator”) as the Settlement Administrator.

5 19. The Court hereby awards Class Counsel attorneys' fees in the total amount of
6 \$165,000, which is thirty-three percent (33%) of the Gross Settlement Amount and to be deducted
7 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
8 \$ [REDACTED] to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will
9 be paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the
10 Settlement Agreement. In approving the payment of Attorneys' Fees, the Court finds that the
11 Settlement conferred a significant benefit on the Class and the necessity and financial burden of
12 private enforcement of California labor laws makes an attorneys' fee award to Class Counsel
13 appropriate.

14 20. The Court hereby approves a service award of \$7,500.00 to Plaintiff, in consideration
15 for her time, effort, and risk incurred on behalf of the Settlement Class, and for providing a general
16 release and releasing unknown claims pursuant to Civil Code section 1542. The service award will
17 be paid to Plaintiff by the Settlement Administrator and deducted from the Gross Settlement Amount
18 as set forth in the Settlement Agreement.

19 21. The Court hereby approves the Settlement Administrator's cost in the amount of
20 \$ [REDACTED]. The Settlement Administrator, [SETTLEMENT ADMINISTRATOR], shall be
21 paid the cost of administration of the Settlement from the Gross Settlement Amount.

22 22. The Court hereby approves the PAGA penalties amount of \$20,000.00, of which
23 \$15,000.00 shall be paid to the LWDA and the remaining \$5,000.00 to be distributed to the
24 Aggrieved Employees.

25 23. Except as expressly provided herein, the Parties each shall bear all of their own fees
26 and costs in connection with this matter.

27 24. Any checks from this distribution that are not cashed within one-hundred-eighty
28 (180) calendar days from the date of their issuance shall be canceled and funds associated with such

1 checks shall be transmitted to the California State Controller's Office, Unclaimed Property Fund, in
2 the name of the applicable Class Member and/or PAGA Member, thereby leaving no "unpaid
3 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4 25. Upon the Final Approval Effective Date, Defendants shall make payment of
5 \$500,000.00, the Gross Settlement Amount, plus the Employers' Taxes attributed to wage portion
6 of the Settlement Awards, as follows:

7 a. Defendant Berberian Nut Company, LLC shall, within thirty (30) days of the Final
8 Approval Effective Date, make a payment of Three Hundred Thousand Dollars and Zero Cents
9 (\$300,000.00) and pro rata portion of the Employers' Taxes to the Settlement Administrator,
10 pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified
11 settlement account ("QSA") with an FDIC insured banking institution, for distribution in accordance
12 with the Settlement Agreement and the Court's Orders and subject to the conditions described
13 therein.

14 b. Defendant Manuel Quezada shall within thirty (30) days of the Final Approval
15 Effective Date, make a payment of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)
16 and pro rata portion of the Employers' Taxes to the Settlement Administrator pursuant to Internal
17 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account
18 ("QSA") with an FDIC insured banking institution, for distribution in accordance with the
19 Settlement Agreement and the Court's Orders and subject to the conditions described therein.

20 26. Within fifteen (15) calendar days after Defendants payment of the full Gross
21 Settlement Amount and Employers' Taxes to the Settlement Administrator, or as soon thereafter as
22 practicable, the Settlement Administrator shall distribute Payments from the QSA for: (1) the Court-
23 approved Service Award to the Class Representative; (2) the Court-approved Attorneys' Fees and
24 Cost Award to be paid to Class Counsel; (3) the Court-approved Settlement Administrator Costs;
25 (4) the Court-approved LWDA Payment; and (5) the Court-approved Individual PAGA Payments
26 to Aggrieved Employees. The balance remaining shall constitute the Net Settlement Amount from
27 which Individual Settlement Payments shall be made to Participating Class Members, less
28 applicable taxes and withholdings. All interest accrued shall be for the benefit of the Class Members

1 and distributed on a pro rata basis to Participating Class Members based on the number of
2 Workweeks worked by them in the Class Period.

3 27. Before mailing any checks, the Settlement Administrator must update the recipients'
4 mailing addresses using the National Change of Address Database.

5 28. The Court finds that the Settlement on the terms set forth in the Settlement
6 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
7 the released claims against Defendants.

8 29. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
9 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a
10 finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of
11 the other Released Parties. Neither this Final Order, the Settlement Agreement, nor any document
12 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed
13 or used as an admission by or against Defendants, or any of the other Released Parties, of any
14 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation, and
15 any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed
16 to be evidence of, an admission or concession with regard to the denials or defenses by
17 Defendants, or any of the other Released Parties, and shall not be offered in evidence in any action
18 or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever
19 other than to enforce the provisions of this Final Order, the Settlement Agreement, the Released
20 Class Claims, the Released PAGA Claims, or any related agreement or release. Notwithstanding
21 these restrictions, any of the Released Parties may file in the Action, or submit in any other
22 proceeding, the Final Order, the Settlement Agreement, and any other papers and records on file
23 in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*,
24 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
Claims and Released PAGA Claims.

25 30. An Order to Show Cause Hearing Re: Final Administration of the Class Action
26 Settlement is hereby scheduled for _____, at ____:____ a.m., in Department 6 of the above
27 entitled Court. At least five (5) calendar days prior to said OSC hearing, the Parties shall file a
28

1 declaration confirming that the claims have been paid and that administration of all of the terms and
2 conditions of the class action settlement have been completed. Should the Court find that said
3 declaration has sufficiently evidenced full and complete administration of the class action
4 settlement, said OSC hearing will go off-calendar.

5 31. The Court hereby enters Judgment in the Action as of the filing date of this Final
6 Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the finality
7 of the Judgment in any way, this Court hereby retains continuing jurisdiction over the
8 interpretation, implementation and enforcement of the Settlement and all orders and judgments
9 entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

10 **IT IS SO ORDERED AND JUDGMENT IS ENTERED.**

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12 Dated: _____, 2026

The Hon. Stephen E. Benson
Judge of the Superior Court

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