

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MERCED

GILBERTO CERNA, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General,

Plaintiff,

vs.

VALLEY AG LAND MANAGEMENT, a California corporation; GREEN VALLEY LABOR INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV-02108

Assigned for All Purposes to Hon. Stephanie L. Jamieson, Courtroom 8

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

Complaint Filed: May 9, 2024
FAC Filed: July 19, 2024
Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Gilberto Cerna, individually and on behalf of the Class and as a Private Attorney General and Defendants Valley Ag Land Management and Green Valley Labor, Inc.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” means the court action, entitled *Cerna v. Valley AG Land Management, et al.* Merced County Superior Case No. 24CV-02108

3. “Class Counsel” means Protection Law Group, LLP.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed One-Third (1/3) of the Gross Settlement Amount, i.e. Seventy-Five Thousand Dollars (\$75,000.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty-Five Thousand Dollars (\$35,000.00), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

5. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California; (6) total Workweeks worked by each Class Member during the Class Period; (7) total Pay Periods worked by each PAGA Member during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. “Class,” “Class Member” or “Class Members” means all current and former hourly-paid, non-exempt employees of Valley Ag Land Management who were employed in the State of California at any time during the Class Period, and all current and former hourly-paid, non-exempt employees of Green Valley Labor, Inc., who performed work for Valley Ag Land Management in the State of California at any time during the Class Period.

7. “Class Period” means the period from May 9, 2020, through August 17, 2025.

8. “Class Representative” means Plaintiff Gilberto Cerna in his capacity as representative of the Participating Class Members.

9. “Class Representative Enhancement Payment” means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange for the General Release of his claims as provided herein.

10. “Court” means the Superior Court of the State of California for the County of Merced.

11. “Defendants” means Valley Ag Land Management, a California corporation (“Valley Ag”) and Green Valley Labor, Inc., a California corporation (“Green Valley”), individually and collectively.

12. “Effective Date” means: the later of: (a) if no timely Objections are filed or if all Objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an Objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

13. “Final Approval” means the Court entering an order granting final approval of the Settlement Agreement.

14. “Gross Settlement Amount” means the sum of Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendants.

15. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member together with any payment that employee is eligible to receive from the employee portion, as a PAGA Member, from the PAGA Payment. Individual Settlement Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or PAGA Members.

16. "Net Settlement Amount" means the funds available for payment to the Class, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the PAGA Payment to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members.

17. "Notice" means the Notice of Class Action Settlement in a form substantially similar to that attached hereto as **Exhibit A**, that will be mailed to Class Members' last known addresses and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action.

18. "PAGA" means the California Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

19. "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendants for at least one day during the PAGA Period.

20. "PAGA Payment" means the amount that the Parties have agreed to allocate to settlement of the claims arising under PAGA. The Parties have agreed that Ten Thousand Dollars (\$10,000.00) of the Gross Settlement Amount will be allocated to resolution of Plaintiff's PAGA Claims. Seventy-Five Percent (75%) of this amount (\$7,500.00) will be paid to the California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty-Five Percent (25%) of this amount (\$2,500.00), will be distributed to PAGA Members, on a *pro rata* basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members will receive payment from the employee portion of the PAGA

Payment regardless of whether they are a Participating Class Member, if the PAGA Payment is approved by the Court.

21. "PAGA Period" means the period from May 8, 2023, through August 17, 2025.

22. "PAGA Member" or "PAGA Members" means all current and former hourly-paid non-exempt employees of Valley Ag who were employed in the state of California at any time during the PAGA Period, and all current and former hourly-paid non-exempt employees of Green Valley who performed work at Valley Ag in the state of California at any time during the PAGA Period.

23. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either Plaintiff or Defendants, individually.

24. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion.

25. "Plaintiff" means Plaintiff Gilberto Cerna.

26. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

27. "Objection" means a Participating Class Member's valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name, (b) the employee's address, (c) the employee's telephone number, (d) the last four digits of the employee's social security number or employee ID number and (e) the name of the case and case number; and (f) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

28. "Released Class Claims" means claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action including factual claims regarding Defendants' alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely pay wages during

employment; (vii) failure to reimburse necessary business-related expenses; and (viii) unfair business practices related to the alleged Labor Code violations.

29. “Released PAGA Claims” means all claims for civil penalties under PAGA that could have been premised on the facts alleged in the May 7, 2024 PAGA Notice to the LWDA including, but not limited to, claims that could have been asserted pursuant to Labor Code sections 201, 202 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2699.

30. “Released Parties” means Defendants, and each of them, and each of their past, present and/or future, direct and/or indirect, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers and their officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators.

31. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Released Class Claims portion of the Settlement. To be effective, the Request for Exclusion must contain (a) the Class Member’s name, (b) the Class Member’s address, (c) the Class Member’s telephone number, (d) the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (e) a clear statement requesting to be excluded from the settlement of the class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion does not apply to Released PAGA Claims. As such, any Requests for Exclusion submitted by Class Members who are also PAGA Members, or submitted by employees who are solely PAGA Members, shall be processed with respect to Released Class Claims only. PAGA Payments to PAGA Members, or Class Members who are also PAGA Members, shall be made, irrespective of whether they have filed a Request for Exclusion. .

32. “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails Notice to Class Members. The Response Deadline is the last date on which Class Members may submit Requests for Exclusion, written Objections to the Settlement, or disputes to their number of Workweeks or the amount of their Individual Settlement Payment. In

the event the 45th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written Objections, or workweek disputes, will be extended fifteen (15) days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

33. "Settlement" means the disposition of the Action pursuant to this Agreement.

34. "Settlement Administrator" means Apex Class Action LLC, a California limited liability company. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

35. "Settlement Administration Costs" mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the terms of this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the Class Member Workweeks from the information contained in the Class List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein, which are necessary to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Twelve Thousand Dollars Eight Hundred and Fifty Dollars (\$12,850.00).

36. "Workweek" shall mean any calendar week (i.e. a week beginning on Sunday and ending on Saturday) in which a Class Member worked at least 1 day.

TERMS OF AGREEMENT

37. Settlement Consideration: Defendants shall jointly fund the Gross Settlement Amount and all applicable employer-side payroll taxes on the dates and at the times provided in

Paragraph 39 herein. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payment, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side payroll taxes due on the Individual Settlement Payments, or as a result of an increase in the number of Workweeks as set forth below, Defendants shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

38. Potential Increase to the Gross Settlement Amount or Revision of Class/PAGA Period: At mediation, Defendants represented there were approximately 20,194 Workweeks in the Class Period. Defendants have now determined there are 22,145 Workweeks between May 9, 2020 and August 17, 2025, which is an increase of approximately 10%.. Should the actual number of Workweeks in the Class Period increase further the Parties shall cut off the end of the Class Period and PAGA Period on the date before the Workweeks exceed 22,145. In the event this provision is triggered, the Parties shall advise the Court of the revised settlement terms and obtain an order granting approval of the revised terms prior to sending Notice to the proposed settlement class.

39. Funding of the Gross Settlement Amount: Following Final Approval and within seven (7) days following the occurrence of the Effective Date, Defendants will deposit 50% of the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Six months following the initial deposit, Defendants will deposit the remaining 50% of the Gross Settlement Amount and all applicable employer-side payroll taxes into the QSF. Defendants shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8 digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) days following the occurrence of the Effective Date.

40. Distribution of the Gross Settlement Amount: Within fourteen (14) days of the complete funding of the Gross Settlement Amount, the Settlement Administrator will issue

payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the LWDA; (c) the Class Representative Enhancement Payment; (d) Class Counsel's Fees and Costs and (e) Settlement Administration Costs.

41. Attorneys' Fees and Costs: Defendants agree not to oppose any application or motion by Class Counsel for attorneys' fees, provided that fees sought do not exceed more than One-Third of the Gross Settlement Amount i.e. Seventy-Five Thousand Dollars (\$75,000.00) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that the Court does not award to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

42. Class Representative Enhancement Payment: Defendants agree not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement Payment, provided that the amount sought does not exceed Five Thousand Dollars (\$5,000.00). The Class Representative Enhancement Payment is in exchange for Plaintiff's time, effort, and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that the Court does not award to Plaintiff shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

43. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs, however, shall not exceed Twelve Thousand Eight Hundred and Fifty Dollars (\$12,850.00)

44. PAGA Payment: Ten Thousand Dollars (\$10,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for potential civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, (\$7,500.00), to the California Labor and Workforce Development Agency ("LWDA"). Twenty-five percent (25%) of this amount, (\$2,500.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of PAGA Pay Periods worked by each PAGA Member during

the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to submit a Request for Exclusion with respect to the Class portion of the Settlement.

45. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount remaining after the distributions described in Paragraphs 41-44 have been made will be used to satisfy the Class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	225,000.00
Enhancement Payments:	\$	5,000.00
Class Counsel's Fees:	\$	75,000.00
Class Counsel's Costs:	\$	35,000.00
PAGA Payment	\$	10,000.00
Settlement Administration Costs:	\$	12,850.00
Estimated Net Settlement Amount	\$	87,150.00

46. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total PAGA Pay Periods for all PAGA Members by adding the number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period. The respective PAGA Pay Periods for each PAGA Member will then be divided by the total PAGA Pay Periods for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they submit a Request for Exclusion with respect to the Class portion of the Settlement.

c) Allocation of Individual Settlement Payments: The Class Portion of each Individual Settlement Payment will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The PAGA Portion of each Individual Settlement Payment will be allocated 100% as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.

(1) Employer Taxes. Within thirty (30) days of the Effective Date, the Settlement Administrator shall calculate Defendants' share of payroll taxes due under the portion of the Individual Settlement Payments allocated to wages and provide this information to the Parties.

47. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members and PAGA Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Member or PAGA Member may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation

plans, sick leave plans, PTO plans, and any other benefit plan, if any. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Member or PAGA Member may be entitled under any benefit plans.

48. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Print and mail the Notice.
- d) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- e) Process Requests for Exclusion, Objections, written disputes regarding Workweeks and amounts of Individual Settlement Payments, and field any inquiries from Class Members,
- f) Print and issue Individual Settlement Payment checks, prepare IRS W-2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- h) Provide weekly status reports to counsel for the Parties.
- i) Post settlement documents and a notice of final judgment online at the Settlement Administrator's website.
- j) Translate the Notice from English to Spanish, and provide both versions to the Class Members and PAGA Members
- k) Calculate Defendants' share of employer payroll taxes due on the portion

of Individual Settlement Payments allocated to wages and provide this information to the Parties.

49. Delivery of the Class List: Within fourteen (14) days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendants fail to comply, Plaintiff shall have the right to rescind the Agreement.

50. Notice by First-Class U.S. Mail: Within seven (7) days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the last known mailing addresses identified in the Class List.

51. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update the Class Member or PAGA Members' address. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain an updated address, if any, from the Class Member and provide the same within seven (7) days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) days or (b) the Response Deadline to postmark a Request for Exclusion, written Objection, or workweek dispute.

52. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendants during the Class Period; (e) each Class Member's estimated Individual Settlement

Payment and the formula for calculating the Individual Settlement Payment; (f) the dates which comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or disputes to their Workweek or Individual Settlement Payment calculations; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval hearing.

53. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in the Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member regarding the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. If the Parties and the Class Member do not agree, the dispute will be submitted to the Court.

54. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

55. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Class Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class

1 Member's name, (b) the Class Member's address, (c) the Class Member's telephone number, (d)
2 the last four digits of the Class Member's Social Security number and/or the Employee ID number
3 and (e) a clear statement requesting to be excluded from the settlement of the class claims. The
4 date of the postmark on the return mailing envelope receipt confirmation will be the exclusive
5 means to determine whether a Request for Exclusion has been timely submitted. All Requests for
6 Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class
7 Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. All Class
8 Members who do not request exclusion from the Class Settlement will be bound by all terms of
9 the Settlement Agreement if the Settlement is granted Final Approval by the Court. The Request
10 for Exclusion does not apply to Released PAGA Claims. As such, any Requests for Exclusion submitted
11 by Class Members who are also PAGA Members, or submitted by employees who are solely PAGA
12 Members, shall be processed with respect to Released Class Claims only. PAGA Payments to PAGA
13 Members, or Class Members who are also PAGA Members, shall be made, irrespective of whether they
14 have filed a Request for Exclusion.

15 56. Defendants' Right to Rescind: If ten percent (10%) or more of the Class Members
16 (rounded to the next whole number) elect not to participate in the Settlement by submitting a timely
17 Request for Exclusion, Defendants may, at either of their election, rescind the Settlement
18 Agreement and all actions taken in furtherance of it will be considered null and void and of no
19 further effect with respect to that Defendant. Defendants must meet and confer with Class Counsel
20 prior to exercising this right and must make clear their intent to rescind the Agreement within
21 fourteen (14) days of the Settlement Administrator notifying the Parties of these opt-outs. If either
22 Defendant exercises their right to rescind the Agreement, that Defendant shall be responsible for
23 all Settlement Administration Costs incurred through the date of rescission.

24 57. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
25 occurrence of the Effective Date, any Class Member who does not affirmatively opt-out of the
26 Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms,
27 including those pertaining to the Released Class Claims, as well as any Judgment that may be
28 entered by the Court, if it grants Final Approval to the Settlement. Class Members who opt-out of

1 the Settlement shall not be bound by such Judgment or the Settlement terms pertaining to Released
2 Class Claims. However, the opt-out shall not effect the release of claims arising under the Private
3 Attorneys General Act, which said release shall be valid in all respects. The names of Class
4 Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff
5 and Defendants and noted in the proposed Judgment submitted to the Court.

6 58. Objection Procedures: To object to the Settlement, a Participating Class Member
7 must postmark a valid Objection to the Settlement Administrator on or before the Response
8 Deadline. The Objection must be signed by the Participating Class Member and contain all
9 information required by this Settlement Agreement including (a) the employee's full name, (b) the
10 employee's address, (c) the employee's telephone number, (d) the last four digits of their social
11 security number and/or Employee ID number, (e) the name of the case and case number, and (f)
12 the specific reason including any legal grounds for the Participating Class Members Objection.
13 The postmark date will be deemed the exclusive means for determining that the Notice of
14 Objection is timely. Participating Class Members who fail to object in the manner specified above
15 will be foreclosed from making a written Objection, but shall still have a right to appear at the
16 Final Approval Hearing in order to have their Objections heard by the Court. At no time will any
17 of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members
18 to submit written Objections to the Settlement or appeal from the Order and Judgment. Class
19 Counsel will not represent any Class Members who file Objections to this Settlement.

20 59. Certification Reports Regarding Individual Settlement Payment Calculations: The
21 Settlement Administrator will provide Defendants' Counsel and Class Counsel with a weekly
22 report which certifies: (a) the number of Class Members who have submitted valid Requests for
23 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
24 has submitted a challenge to any information contained in the Notice and a description of the
25 challenge. Additionally, the Settlement Administrator will provide to counsel for both Parties
26 reports regarding the administration of the Settlement Agreement as needed or requested.

27 60. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
28 to Participating Class Members and PAGA Members will be negotiable for at least one hundred

eighty (180) days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA payment check within 180 days subject to Court approval, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of the specific Participating Class Member and PAGA Member who did not cash their check. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and the entire 25% portion of the PAGA Payment will be paid out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendants will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire one hundred eighty (180) days from the date of the check, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds will result from the Settlement.

61. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

62. Tax Liability: Defendants make no representation as to the tax treatment of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendants’ share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendants’ FICA and FUTA

contributions, shall be paid separate and apart from the Gross Settlement Amount.

63. Circular 230 Disclaimer: Each Party to this Agreement acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the Parties (a) have relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) have not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) are not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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

65. Release by Participating Class Members: Upon the occurrence of the Effective Date, Participating Class Members shall fully release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

66. Release by the State of California and LWDA: Upon the occurrence of the Effective Date, the LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action if an aggrieved employee were to bring a

subsequent claim on behalf of the LWDA based on the same factual predicate as the Released PAGA Claims and covering the same time period.

67. Release of Additional Claims & Rights by Plaintiff: Upon the occurrence of the Effective Date, Plaintiff—on behalf of himself only—agrees to the additional following General Release:

In consideration of Defendants' promises and agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, against Defendants and/or any of the Released Parties arising at any time prior to the execution of this Agreement including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER 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.

This release specifically excludes claims which cannot be waived as a matter of law, including claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553).

68. Neutral Employment Reference: Defendants agree that they will respond neutrally to any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendants' employment of Plaintiff, Defendants shall only provide Plaintiff's dates of employment and job title, if any. Defendants shall not refer to the Action or this Settlement.

69. Nullification of Settlement Agreement: In the event that: (a) the Court does not fully and finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this Settlement for any reason, the Parties agree that they will work cooperatively in an effort to reach a settlement that may be approved by the Court.

70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree that they will not oppose Plaintiff's motion for Preliminary Approval.

71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly

payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Enhancement Payment; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to the Action, or the entry of any Order by another Court with regard to the Action which has the effect of modifying material terms of this Agreement or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendants agree they shall not oppose the granting of the Motion for Final Approval, provided Defendants have not exercised their right to rescind pursuant to the terms of this Agreement.

72. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

73. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

74. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

75. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such

Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

77. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

78. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

79. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

80. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

81. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

82. Waiver of Certain Appeals: The Parties agree to waive appeals; except, however,

that either Party may appeal any court order that materially alters the Settlement Agreement's terms.

83. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void and of no effect. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

84. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by either Defendant of any such violations or failures to comply with any applicable law. This Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability for the alleged claims or admission of the violations alleged in the Complaint on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

85. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

86. Waiver: No waiver of any condition or covenant contained in this Settlement

Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

87. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with such enforcement action. This Agreement may be submitted in order to establish liability in any enforcement action.

88. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have all contributed to the preparation of this Settlement Agreement.

89. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout the negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on any portion of the Gross Settlement Amount referenced in this Agreement.

90. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

91. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any settlement agreement waivers, "Pick Up Stix" agreements or arbitration agreements from any Class Member prior to the funding of the Gross Settlement Amount, for claims released via this

Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement, during the Settlement approval process prior to the funding of the Gross Settlement Amount. The Parties further agree that they will work in good faith to reach an agreement approved by the Court.

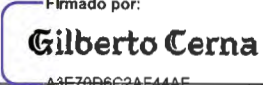
92. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel, Defendants and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or to limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

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

[SIGNATURES ON FOLLOWING PAGE]

Dated: 6/12/2026

PLAINTIFF

By: 
 Gilberto Cerna

Dated:

DEFENDANT

Green Valley Labor, Inc

By:

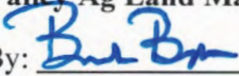
Name:

Title:

Dated: May 28, 2026

DEFENDANT

Valley Ag Land Management

By: 

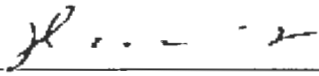
Name: Brock Borsen

Title: PRESIDENT

APPROVED AS TO FORM

Dated: 6/12/2026

PROTECTION LAW GROUP, LLP.

By: 
 Heather Davis
 Amir Nayebdadash
 Attorneys for Plaintiff

1
2 Dated: _____

3 **PLAINTIFF**

4 By: _____
5 Gilberto Cerna

6 Dated: 6/15/26

7 **DEFENDANT**

8 **Green Valley Labor, Inc**

9 By: Jose H. Navarro
10 Name: Jose H. Navarro f.
11 Title: President.

12
13 Dated: _____

14 **DEFENDANT**

15 **Valley Ag Land Management**

16 By: _____
17 Name: _____
18 Title: _____

19 **APPROVED AS TO FORM**

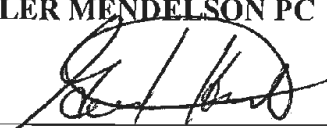
20
21 Dated: _____

22 **PROTECTION LAW GROUP, LLP.**

23 By: _____
24 Heather Davis
25 Amir Nayebdadash
26 Attorneys for Plaintiff
27
28

1 Dated: 6/15/26

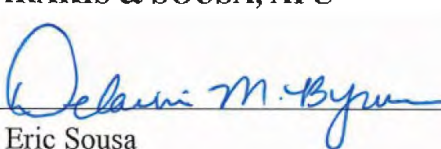
LITTLER MENDELSON PC

2
3 By: 

4 Gerardo Hernandez
5 Emilio A. Rodriguez
6 Attorneys for Defendant
7 Green Valley Labor, Inc.

8 Dated: 05/28/2024

RODARAKIS & SOUSA, APC

9
10 By: 

11 Eric Sousa
12 Delainie Byrum
13 Attorneys for Defendant
14 Valley Ag Land Management
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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Cerna v. Valley AG Land Management et. al
Merced County Superior Court, Case No. 24CV-02108

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All hourly-paid, non-exempt employees who were employed by Valley Ag Land Management and Green Valley Labor, Inc. in the State of California at any time from May 9, 2020, through August 17, 2025.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Gilberto Cerna (“Plaintiff”) a former employee of Valley Ag Land Management and Green Valley Labor, Inc. (“Defendants”) on May 9, 2024. This case, *Cerna v. Valley AG Land Management et. al*, Merced County Superior Court Case No. 24CV-02108 is currently pending in the Merced County Superior Court (the “Action”). The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods and failed to pay associated premium pay, did not properly pay employees all wages owed for time worked, did not pay employees minimum wage, did not pay employees all overtime wages owed, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The lawsuit also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that the Class Members are entitled to, *inter alia*, damages, penalties and restitution.

Defendants vehemently deny all alleged violations, deny any failure to comply with the California Labor Code and California Business and Professions Code, and deny that they owe Class Members any remedies or that any penalties should be imposed. The Court has not made a ruling on the merits of the case. However, the Parties have agreed to resolve this dispute in an effort to conserve resources and to avoid the risks of further costly, disruptive, and time-consuming litigation. The terms of the proposed settlement are further detailed below.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Gilberto Cerna also known as “Plaintiff”), sue on behalf of people who may potentially have similar claims. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Merced County Superior Court has jurisdiction of this class action.

3. Why is there a settlement?

The Court has not decided the merits of Plaintiff’s claims. Instead, both sides have agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On **[DATE OF PRELIMINARY APPROVAL]** the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and approved his attorneys at Protection Law Group, as counsel for the Class (“Class Counsel”). The Court has not made a final ruling on whether the settlement is fair, adequate, or reasonable. Instead, the Court has found that the settlement is within the range of reasonableness that could ultimately be approved.

A Final Determination on whether to approve the settlement will be made at the hearing scheduled for [REDACTED]. The Class Representative and Class Counsel believe that the Settlement is in the best interests of the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Valley Ag Land Management in the State of California, or were employed by Green Valley Labor, Inc., and performed work for Valley Ag Land Management in the State of California, as an hourly-paid, non-exempt employee at any time between May 9, 2020, and August 17, 2025.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00) (“Gross Settlement Amount”). This amount includes all costs incurred by Plaintiff and the attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be made available for distribution to Class Members who do not submit timely and valid requests for exclusion, in exchange for a release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount or Seventy-Five Thousand Dollars (\$75,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars (\$35,000.00);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars (\$5,000.00);
- D. **Settlement Administration Costs** in an amount not to exceed Twelve Thousand Eight Hundred and Fifty Dollars (\$12,850.00); and
- E. **PAGA Payment** in the amount of Ten Thousand Dollars (\$10,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount, (\$7,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$2,500.00) will be distributed to hourly-paid, non-exempt employees who worked for Defendants in California at any time between May 8, 2023, and August 17, 2025, in exchange for a release of their claims arising under PAGA. Your share of the PAGA Payment (the “PAGA Portion” of the Settlement) will be determined on a *pro rata* basis, based on the number of pay periods you worked for Defendants in California as an hourly, non-exempt employee from May 8, 2023, through August 17, 2025 (“Pay Periods”).

The amount you are eligible to receive from the Net Settlement Amount (the “Class Portion” of the Settlement) will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee for Valley Ag Land Management, or Green Valley Labor, Inc., and performed work for Valley Ag Land Management in the State of California from May 9, 2020, through August 17, 2025 (“Workweeks”). Your “Individual Settlement Payment” includes both your estimated share of the Net Settlement Amount and, if eligible, your pro rata share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be allocated twenty percent (20%) to wages, forty percent (40%) to accrued interest, and forty percent (40%) to penalties. The PAGA Portion of your Individual

Settlement Payment will be allocated one hundred percent (100%) to penalties. The wage portion of the Individual Settlement Payment will be subject to payroll tax withholding and will be reported on a W-2 Form that each Class Member will receive in the mail. The employer portion of any payroll taxes due will be paid separately by Defendants to the taxing authorities and will not be deducted from the Gross Settlement Amount. The penalties and interest portions of each Class Member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099 that each Class Member will receive in the mail.

You worked XXX Workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX Pay Periods during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.

This Amount was determined based upon Defendants' records of your employment between May 9, 2020 and August 17, 2025, and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of Workweeks worked during the Class Period or Pay Periods worked during the PAGA Period, you must contact the Settlement Administrator and provide the Settlement Administrator with any documentation you have supporting your claim by [DATE]. All disputes regarding your Workweeks, Pay Periods, or Individual Settlement Amount will be resolved based upon the documentation provided, and decided by the Parties or if you and the Parties cannot agree, the Court. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO RECEIVE YOUR SETTLEMENT PAYMENT

6. How can I get a payment?

You do not have to do anything in order to receive a payment of your portion of the Settlement. You are receiving this notice because you have already been identified as a Class Member.

7. What am I giving up if I do not request to be excluded from the Settlement?

In exchange for their portion of the Net Settlement Payment, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include both Defendants and each of their past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" mean all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint including factual claims regarding Defendants' alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to timely pay wages during employment; (vii) failure to reimburse necessary business-related expenses; and (viii) unfair business practices related to the alleged Labor Code violations.

The "Class Period" is from May 9, 2020, through August 17, 2025, inclusive.

Additionally, all current and former hourly-paid non-exempt employees of Defendants who were employed by Defendants in the State of California between May 8, 2023, and August 17, 2025, will release the Released PAGA Claims that arose during the PAGA Period. The employees cannot opt-out of the release of the claims alleged under PAGA.

The “Released PAGA Claims” include: all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been asserted on the facts alleged in the May 7, 2024 PAGA Notice to the LWDA including, but not limited to, claims arising under Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2699.

The “PAGA Period” is from May 8, 2023, through August 17, 2025, inclusive.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you do not want to release your claims but instead, want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims, then you **MUST** submit a written and valid Request for Exclusion from the release of the Non-PAGA Claims to the Settlement Administrator by no later than [DATE]. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment, because you cannot exclude yourself from the PAGA Portion of the Settlement.

8. How can I exclude myself from the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written and valid Request for Exclusion to the Settlement Administrator. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your Request for Exclusion must include a clear statement that you do not wish to be included in this action.

The written Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone. Late Requests for Exclusion will not be considered.

[Settlement Administrator]

[Address]

[Telephone No.]

If you request to be excluded from the Settlement, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. However, you will not be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a timely written Request for Exclusion, you give up the right to sue Defendants and Released Parties for the Released Class Claims. If you have a pending lawsuit involving any of the Released Class Claims, you should discuss this notice with your lawyer immediately.

10. If I exclude myself, can I get money from this settlement?

No, except if you worked between May 8, 2023, and August 17, 2025, in which case you will still receive a portion of your Individual Settlement Payment for claims that arise under PAGA. But if you submit a timely and valid Request

for Exclusion, you will retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for the Released Class Claims.

THE LAWYERS REPRESENTING THE PARTIES

11. Are there lawyers representing the parties in this case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP

Heather Davis
Amir Nayebdadash
D. Luke Clapp.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

The following attorneys represent Defendants.

RODARAKIS & SOUSA, APC Eric J. Sousa, SBN 232541 Delainie M. Byrum, SBN 328221 100 Sycamore Avenue, Suite 101 Modesto, CA 95354 Telephone: (209) 554-5232 Facsimile: (209) 544-1085 Attorneys for Defendant VALLEY AG LAND MANAGEMENT	LITTLER MENDELSON P.C. Gerardo Hernandez Emilio Rodriguez 5200 North Palm Avenue, Suite 302 Fresno, CA 93704 Telephone: (559) 244-7500 Facsimile: (559) 354-0185 Attorneys for Defendant GREEN VALLEY LABOR, INC.
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OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement, or a portion of it. The Court will consider any reasons for why you think the Court should not approve it. To object, you must mail your objection to the Settlement Administrator by no later than **[DATE]**. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on **[DATE]** and make an objection at that time.

13. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you will not be entitled to object because you are not part of the Settlement and the Settlement does not affect you.

THE COURT'S FINAL APPROVAL HEARING

14. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2026], in Department 8 of the Merced County Superior Court located at 627 W. 21st Street, Merced, CA 95340.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to attend the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may be allowed to attend remotely. Information regarding remote appearances may be found on the Merced County Superior Court website.

16. How will I learn if the settlement was approved

If the Settlement is approved, a notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com), sometime after the date of the Final Approval Hearing.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or Released Parties over the Released Class Claims ever again. Your Individual Settlement Payment will be mailed to you and will remain valid and negotiable for a period of 180 days. If you do not cash your settlement check within that time, the funds will be deposited with the Controller of the State of California’s Unclaimed Property Fund, under your name. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the terms of the proposed Settlement of the Action. More details are in the Settlement Agreement. You can download a copy of the Settlement Agreement from the Settlement Administrator’s website at [REDACTED], or obtain a copy by contacting the Settlement Administrator.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of any changes in your contact information in order to ensure timely and proper receipt of all settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE
LAWYERS REPRESENTING THE PARTIES OR THE CLERK OF THE COURT OR THE JUDGE.
PLEASE DIRECT ALL QUESTIONS CONCERNING THIS SETTLEMENT TO THE SETTLEMENT
ADMINISTRATOR.**