CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE AGREEMENT

This Class Action and Private Attorneys General Act Settlement and Release Agreement ("**Agreement**," "**Settlement Agreement**" or "**Settlement**") is entered into by Plaintiffs Consuelo Vazquez ("Vazquez") and Maria Ceballos ("Ceballos") (collectively, "**Plaintiffs**"), on behalf of themselves, the State of California Labor and Workforce Development Agency ("**LWDA**"), and those the Plaintiffs seek to represent, on the one hand, and, on the other hand, California Fresh Farms, LLC ("**Defendant**"). For purposes of this Agreement, Plaintiffs and Defendant are collectively referred to as the "**Parties**."

By way of this Agreement, the Parties seek to settle all of the individual, class, and California Private Attorneys General Act ("PAGA") representative claims asserted in the following actions, entitled *Consuelo Vazquez v. California Fresh Farms, LLC*, Case Nos. 24CV-03339 (the "*Vazquez* Class Action") and 24CV-04490 (the "*Vazquez* PAGA Action"), which are pending in the Superior Court of the State of California, County of Merced (together, the "*Vazquez* Matter"), as well as the case entitled *Maria Ceballos v. Mann Packing Company, Inc. et al*., pending in the Merced County Superior Court and bearing Case No. 25CV-00518 (the "*Ceballos* Matter"). The *Vazquez* Class Action, the *Vazquez* PAGA Action, and the *Ceballos* Matter are collectively referred to herein as the "**Actions.**"

The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed legal and factual issues and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant.

RECITALS

1. The Parties will work together to take mutually agreed-upon action to bring all of the claims being resolved by this Agreement before one court to consider, as applicable, and then preliminarily and finally approve of this Agreement. In the interest of efficiency, the Parties intend and agree to seek court approval of the Settlement of the Actions before one court and agree to take all necessary steps to add all Plaintiffs and their respective class and PAGA claims to the *Vazquez* Class Action pending in Merced Superior Court. To that end, the Parties will file a joint stipulation to consolidate the *Vazquez* Class Action, *Vazquez* PAGA Action, and *Ceballos* Matter for all purposes pursuant to California Code of Civil Procedure § 1048, which will include a joint request that the Court grant leave for Plaintiff Vazquez to file an agreed-upon Consolidated Complaint in the *Vazquez* Class Action which will add Maria Ceballos as a named plaintiff, include the factual allegations and claims asserted in the *Vazquez* PAGA Action, all claims from the original complaint, and all factual allegations and claims asserted in the *Ceballos* Matter, including a claim for failure to reimburse under Cal. Labor Code § 2802 on the theory that Defendant failed to reimburse Plaintiffs and class members for expenses for cell phones, uniforms, and other employment-related expenses, and add references to California Labor Code §§ 558, 1182.12, and 1198 (the "Consolidated Complaint"). The stipulations filed in each of the actions will also provide that, in the event that the Court does not grant final approval of the class/PAGA action settlement, the parties return to the status quo as existed prior to the date the parties signed this Agreement, and the operative complaint in each lawsuit shall be the respective initiating complaint. Defendant stipulates to filing such amended documents for settlement purposes only. The Parties will

stipulate to consolidation for all purposes, certification of the class, and representative treatment for purposes of settlement only. In the event the Court does not approve of the Parties' procedural stipulations as described in this Paragraph, the parties agree to meet and confer in good faith and take all necessary steps to accomplish the intent of this Paragraph.

The *Vazquez* Class Action and *Vazquez* PAGA Action

2. On June 28, 2024, Vazquez filed a class action complaint in the Merced Superior Court against Defendant bearing Case No. 24CV-03339 and alleging claims for (1) Failure to Pay All Wages Including Minimum Wages and Overtime Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Timely Pay Wages at Separation; (5) Failure to Provide Accurate Itemized Wage Statements and Maintain Records; and (6) Violation of Unfair Competition Law. In the *Vazquez* Action, Vazquez seeks to represent all current and former California non-exempt, hourly paid employees of Defendant during the statutory period.

3. Vazquez separately filed a PAGA Action on August 26, 2024, bearing Case No. 24CV-04490, which asserts a claim for civil penalties under California's Private Attorneys General Act ("PAGA") based on the same predicate claims and allegations contained in the *Vazquez* Class Action.

The *Ceballos* Action

4. On January 17, 2025, Ceballos filed a class action and PAGA representative action complaint against Defendant, Mann Packing Company, Inc., and Fresh Del Monte Produce, Inc., in the Merced County Superior Court, bearing Case No. 25CV-00518, in which she alleged claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties, (9) unfair and unlawful business practices; and (10) representative action for penalties under PAGA. Ceballos seeks to represent all current and former California nonexempt employees of the defendants named in her complaint.

+++

5. **The Successful Mediation.** On May 29, 2025, the Hon. Thierry Colaw, a mediator with extensive experience in wage and hour, class and representative action litigation, conducted a mediation which addressed all claims asserted in the Actions. A settlement was reached the same day. The Parties subsequently memorialized a complete agreement to settle all of the Actions in a Memorandum of Understanding which was fully executed on July 29, 2025.

6. **Class Counsel's Investigation**. Mahoney Law Group APC and Matern Law Group, PC (collectively, "Class Counsel"), counsel for Vazquez and Ceballos, respectively, and the Class Members, and the PAGA Group Members, conducted a formal and informal investigation into the facts and allegations of the Actions, including an extensive review of produced documents and data. In particular, Class Counsel made informal discovery requests in advance of mediation, and reviewed and analyzed documents produced in response to such requests, including Plaintiffs' time records and payroll data, and time records and payroll data for forty percent (40%) of the Class,

and other data reflecting the pay periods and workweeks worked by Class Members during the relevant time period. Class Counsel also investigated the claims against Defendant in the Actions and analyzed all applicable defenses raised by Defendant.

7. **Class Counsel's Evaluation**. Class Counsel believes that the Settlement documented by this Agreement is fair, reasonable, and adequate, and in the best interest of the Class Members and PAGA Group based on all known facts and circumstances, including the risk of significant delay, defenses asserted to the merits of the Actions, defenses asserted to class certification and the PAGA representative actions, as well as defenses to the overall issue of liability and damages, and potential appellate issues.

8. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of action, obligations or liability of any and every kind that were or could be asserted in the Actions based upon the operative facts alleged in any of Plaintiffs' complaints, amended complaints or in the letters to the Labor and Workforce Development Agency during the Class Period. Additionally, the Parties intend the Settlement of the Actions as described in this Agreement to be contingent upon: (1) the Court's preliminary and final approval of the terms of this Agreement, including entry of a final approval order and the judgment described in Section X; (2) the Court granting the Parties' stipulation permitting the filing of an amended consolidated complaint in the *Vazquez* Class Action as described in Paragraph 1 above and Section II(A)(1) below; and (3) satisfaction of all conditions described in Section III(A)(1)-(4).

9. **The Parties stipulate to the certification of this Settlement Class solely for purposes of this Agreement**. The Parties stipulate to certify the Class described herein for settlement purposes only. The Parties' stipulation to class certification is contingent upon the preliminary and final approval and certification of the Settlement Class only for purposes of this Agreement. Should this Agreement not become final or not be approved by the Court, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Agreement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Action. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification or representative treatment for any purpose should the Court not approve this Agreement.

10. **The Parties' Agreement to Cooperate and Execute Necessary Documents.** The Parties agree to cooperate and to take all steps reasonably necessary and appropriate to effectuate the terms of this Agreement including to obtain a preliminary approval order and Final Approval Order of this Settlement, to obtain entry of judgment and/or dispose of the Actions and claims of Class Members and aggrieved employees with prejudice, and to have Defendant timely provide the Class Data (defined below) and fund the Gross Settlement Amount.

NOW THEREFORE, in consideration of the recitals listed above and the promises, releases, and warranties set forth below, and with the Parties' intent to be legally bound and to acknowledge the sufficiency of the consideration and undertakings set forth herein, Plaintiffs, individually and on behalf of the Class Members, the PAGA Group, and the State of California LWDA, on the one hand, and Defendant, on the other hand, agree that the Actions shall be and are finally and fully compromised and settled as to the Released Parties, on the terms and conditions set forth herein, subject to Court approval:

AGREEMENT

I. DEFINITIONS

A. Class Definition and Class Period: "**Class**," "**Settlement Class**", or "**Class Members**" means: all current and former non-exempt, hourly-paid employees of California Fresh Farms, LLC who worked in the State of California from June 28, 2020 through December 30, 2023 ("**Class Period**"). Individuals who meet the foregoing criteria during the Class Period are referred to herein individually as "**Class Member**" or collectively as "**Class Members**."

B. **"Class Counsel"** means: Kevin Mahoney and John A. Young of Mahoney Law Group, APC and Matthew J. Matern, Launa Adoph, and Kayvon Sabourian of Matern Law Group, PC.

C. The "**Court**" shall mean, for purposes of this Agreement, the court in which Plaintiffs file their motions for preliminary and final approval of the Settlement, as contemplated herein.

D. **"Effective Date".** The "**Effective Date**" of the Settlement shall be the date on which all of the following events described in this paragraph have occurred: (a) the Court has consolidated the *Vazquez* Class Action, *Vazquez* PAGA Action, and *Ceballos* Matter for all purposes, thereby merging the Actions into a single proceeding under one case number; (b) the Court has conducted the Final Settlement Approval Hearing and fully and finally approved all material terms of the Settlement Agreement; (c) the Court enters the Final Approval Order granting final approval of this Agreement; (d) Judgment has been entered in the consolidated *Vazquez* Class Action and the time period to appeal the Judgment has been exhausted without any appeals having been filed; and (e) to the extent a timely appeal was filed in the *Vazquez* Class Action, all such appeals have been voluntarily or involuntarily dismissed, or the appropriate appellate court or the appellate courts have entered a final judgment affirming the Final Approval Order and judgment without material modification and the final judgment of such appellate court or courts is no longer subject to any further appellate challenge or procedure. For the avoidance of doubt, the Parties intend that the Judgment entered in the consolidated *Vazquez* Class Action will serve as the Judgment in the *Vazquez* PAGA Action and *Ceballos* Matter by virtue of the Court's anticipated consolidation order for all purposes. To the extent the Court requires a separate order of dismissal in either the *Vazquez* PAGA Action or *Ceballos* Matter following entry of the Final Approval Order in the *Vazquez* Class Action, the Parties agree to undertake all necessary procedural steps to secure a final dismissal in each of the Actions, and the Effective Date shall be the date on which all dismissals and/or Judgment, as applicable, in each of the Actions are final as contemplated in subsection (e) of this Paragraph.

E. "**Final Approval Order**" refers to the order by the Court finally approving the Settlement following the Final Settlement Approval Hearing.

F. PAGA Group and PAGA Period: "**PAGA Group**" or "**PAGA Group Members**" means all current and former non-exempt, hourly-paid employees of California Fresh Farms, LLC who worked in the State of California at any time between June 22, 2023 through December 30, 2023 (the "**PAGA Period**"). Individuals who meet the foregoing criteria during the PAGA Period are referred to herein individually as "PAGA Group Member" or collectively as "PAGA Group Members."

G. "**Settlement Administrator**" refers to Phoenix Settlement Administrators, the third-party administrator, who has been mutually selected by the Parties, subject to Court approval, to perform the notice, settlement administration, and distribution of payment functions further described in this Agreement. The Settlement Administrator shall establish a Qualified Settlement Fund (QSF) pursuant to U.S. Treasury Regulation Section 468B-1 for purposes of administering the Settlement.

II. PROVISIONAL APPROVAL OF THIS AGREEMENT

A. Upon execution of this Agreement, the Parties shall take the following actions:

1. To effectuate the terms of the Settlement, the parties will file a joint stipulation to consolidate the *Vazquez* Class Action, *Vazquez* PAGA Action, and *Ceballos* Matter for all purposes pursuant to California Code of Civil Procedure § 1048, which will include a joint request that the Court grant leave for Plaintiff Vazquez to file an agreed-upon Consolidated Complaint in the *Vazquez* Class Action which will add Maria Ceballos as a named plaintiff, include the factual allegations and claims asserted in the *Vazquez* PAGA Action, all claims from the original complaint, and all factual allegations and claims asserted in the *Ceballos* Matter, including a claim for failure to reimburse under Cal. Labor Code § 2802 on the theory that CalFresh failed to reimburse Plaintiffs and class members for expenses for cell phones, uniforms, and other employment-related expenses, and reference to California Labor Code §§ 558, 1182.12, 1198 (the "Consolidated Complaint"). The stipulations filed in each of the Actions will also provide that, in the event that the Court does not grant final approval of the class/PAGA action settlement, the parties return to the status quo as existed prior to the date the parties signed this Agreement, and the operative complaint in each lawsuit shall be the respective initiating complaint. Ceballos and Defendant will also file a joint request for dismissal in the *Ceballos* Matter as to named defendants Mann Packing Company, Inc. and Fresh Del Monte Produce, Inc. (erroneously sued as Del Monte Produce Fresh Produce (West Coast), Inc.). In the event the Court does not approve of the Parties' procedural stipulation(s) as described in this Paragraph, the Parties agree to meet and confer in good faith and take all necessary steps to accomplish the intent of this Paragraph.

2. Class Counsel will prepare a motion requesting that the Court enter a preliminary approval order preliminarily approving the proposed settlement, certifying the requested class for settlement purposes only, approving the form of notice and authorizing the mailing of notice to class members, designating Class Counsel (as defined above) as Class Counsel for purposes of settlement approval and Plaintiffs as the Class Representatives, appointing a settlement administrator, and setting a date for the final approval hearing. Class Counsel shall provide counsel for Defendant with a draft of the preliminary approval motion and supporting papers, and proposed preliminary approval order, for review and opportunity to provide comments at least ten (10) days prior to the filing of the motion for preliminary approval. The proposed preliminary approval order shall be provided to the Court in a form and content mutually agreed to by the parties. The proposed preliminary approval order shall include all of the following:

a) Preliminarily certifying, for settlement purposes only, a Class comprising the Class Members;

b) Preliminarily appointing, for settlement purposes only, Class Counsel;

c) Preliminarily appointing, for settlement purposes only, Plaintiffs, as the class representatives;

d) Appointing and approving Phoenix Settlement Administrators as the Settlement Administrator;

e) Provisionally approving all terms of this Agreement and finding that such terms are sufficient to warrant sending notice of settlement to Class Members;

f) Approving the form and content of the Notice of Proposed Settlement and Final Settlement Approval Hearing (the "**Class Notice**");

g) Authorizing the mailing of the Class Notice to the Class Members; and

h) Scheduling a hearing, to occur within a reasonable period after the Response Deadline (defined below) has expired, in which the Court will hear Plaintiffs' motion requesting the Court to fully and finally approve this Agreement and the Settlement herein, and enter judgment (the "**Final Settlement Approval Hearing**").

Defendant does not intend to oppose Plaintiffs' Motion for Preliminary Approval provided such motion and supporting papers are consistent with the terms of this Agreement.

B. **Notice of Settlement to Appropriate Government Officials.** Pursuant to California Labor Code section 2699(*l*)(2), Class Counsel will provide to the LWDA all required notices and documents to facilitate approval of the settlement in accordance with PAGA, including submitting to the LWDA a copy of the proposed settlement at the same time that it is submitted to the Court, a copy of the Court's judgment, copies of any other orders that award or deny penalties, and a copy of the Consolidated Complaint.

This Agreement is contingent upon entry of the Final Approval Order by the Court that is consistent with the terms and conditions specified in this Agreement. However, the Parties agree and acknowledge that the Court may condition the Final Approval Order on modification of this Agreement, which shall not be the basis for nullifying and voiding the Settlement unless the required modification is material (including but not limited to modifications to the Gross Settlement Amount (unless the Escalator Clause is triggered) or release provisions of this Agreement) and the Parties have exhausted all efforts (i.e. meeting and conferring, re-engaging the mediator, etc.) to address the Court's concerns as necessary to obtain final approval . The Court's decision to award less than the amounts requested for the Enhancement Payment, Class Counsel Attorneys' Fees and Costs, and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph. This Agreement shall become null and void in the event the Court for any reason refuses to enter the orders specified in Section II(A)(2) after all opportunities granted by the Court to the Parties for amendment have been exhausted. In the event the Court for any reason refuses to enter such orders, the Parties agree to cooperate in good faith to resolve any issues addressed by the Court, and exhaust all possible solutions to obtain the Court's approval. If the Parties cannot agree on how to address issues raised by the Court to obtain approval of this Agreement or the relief specified in this Section II, then they will seek the assistance of the mediator for resolution.

The Parties agree that in the event that the Court does not grant final approval of the class/PAGA action settlement, the parties return to the status quo as existed prior to the date the parties signed this Agreement, and the operative complaint in each lawsuit shall be the respective initiating complaint.

III. ALLOCATION OF GROSS SETTLEMENT AMOUNT

A. The following are material conditions to be satisfied before and as a condition to payment of the Gross Settlement Amount (defined below):

1. Execution of this Agreement by all signatories.

2. The *Vazquez* PAGA Action and the *Ceballos* Matter have been consolidated with the *Vazquez* Class Action for all purposes, resulting in merger of all three Actions into a single proceeding under the *Vazquez* Class Action case number.

3. The Court has conducted a Final Settlement Approval Hearing and fully and finally approved all material terms of this Agreement.

4. A Final Approval Order and judgment including all of the provisions identified in Section X(A)(3) is entered by the Court and the Effective Date (defined in Section I(D)) has passed.

B. **Gross Settlement Amount. "Gross Settlement Amount"** means the maximum settlement amount of one hundred ninety-seven thousand five hundred dollars ($197,500.00) (the "**Gross Settlement Amount**") to be paid by Defendant on the condition that all of the material conditions set forth above in Section III(A) have occurred, in full satisfaction of all claims released under this Agreement, and includes all individual payments to Class Members and PAGA Group Members, Enhancement Payments to Plaintiffs, payment to the LWDA, Attorneys' Fees and Costs to Class Counsel, payment of settlement administration fees and costs to the Settlement Administrator, and any other costs or expenses related to the settlement incurred by either Plaintiffs or Class Counsel. Defendant shall be separately responsible for employer-side payroll taxes (including, without limitation, FUTA, SUTA and the employer portion of FICA, Medicare and any applicable state or local employment taxes) which shall not be paid from the Gross Settlement Amount. The Parties agree that, subject to this paragraph and Section XIII (the Escalator Clause), under no circumstances shall Defendant be obligated to pay any amount over the Gross Settlement Amount under the terms of this Agreement except as provided for in this Agreement. This Settlement shall be a non-reversionary Settlement. None of the Gross Settlement Amount will revert to Defendant.

C. **PAGA Penalties.** The Parties agree that Defendant will pay a total of Ten Thousand Dollars ($10,000.00) to PAGA Group Members and the California Labor and Workforce Development Agency (LWDA) from the Gross Settlement Amount in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law that were alleged or could have been alleged to have been violated based on the facts alleged and theories asserted in the complaints and notices to the LWDA filed by either Plaintiff in the Actions ("**PAGA Settlement Amount**"). Pursuant to PAGA, Seventy Five Percent (75%) of the PAGA Settlement Amount will be paid to the LWDA (the "**LWDA Payment**"), and the remaining Twenty-Five Percent (25%) will be paid to all PAGA Group Members ("**PAGA Group Payment**"). The 25% to be paid to PAGA Group Members shall be distributed based on the number of pay periods in which the PAGA Group Member worked during the PAGA Period compared to the aggregate number of pay periods in which all PAGA Group Members worked during the PAGA Period in accordance with the methodology set forth in Section VIII(E) herein. The Court's reduction or increase of the PAGA Settlement Amount is not a material term of this Agreement. If the Court approves a lesser amount or a higher amount than that requested by Class Counsel for the PAGA Settlement Amount, the Parties will not object to such determination, the other terms of this Agreement shall apply and the Net Settlement Amount (defined below) to be distributed to the Class Members will be adjusted accordingly.

D. **Enhancement Payment.** From the Gross Settlement Amount, ten thousand dollars ($10,000.00) will be allocated to each Plaintiff (for a total of $20,000.00) for initiating the Actions and providing services in support of the Actions ("**Enhancement Payment**"). The Enhancement Payment is in addition to any Individual Settlement Payment Plaintiffs are entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiffs' request for an Enhancement Payment that does not exceed this amount. If the Court approves an Enhancement Payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount (defined below). Plaintiffs agree that the Settlement Administrator will not withhold any taxes from the Enhancement Payment, and will issue a Form 1099 or other appropriate tax form consistent with the classification of the Enhancement Payment. Plaintiffs acknowledge and agree that Defendant and its counsel have made no representations regarding the proper tax treatment of the Enhancement Payment. Plaintiffs agree, covenant, and represent that Plaintiffs shall be solely responsible for paying any taxes and penalties payable on the Enhancement Payment and that Plaintiffs shall defend, indemnify, and hold Defendant and the Released Parties (defined below) harmless from any claims, demands, actions, causes of action, losses, costs, attorneys' fees, penalties, or expenses arising from any classification of the Enhancement Payment as taxable income.

E. **Attorneys' Fees and Costs.** "**Attorneys' Fees and Costs**" means the amount allocated to Class Counsel for the work they have performed in furtherance of the Actions and for reimbursement of litigation expenses incurred to prosecute the Action. Subject to Court approval, the following payments are to be made from the Gross Settlement Amount to Class Counsel: (i) attorneys' fees actually awarded by the Court in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e. $65,833.33) ("**Attorneys' Fees**"); and (ii) Plaintiffs' verified actual litigation costs and expenses actually awarded by the Court up to twenty-six thousand dollars ($26,000.00) ("**Litigation Costs**"). Defendant will not oppose requests for these payments provided that Attorneys' Fees do not exceed one-third (1/3) of the Gross Settlement Amount and Litigation Costs do not exceed twenty-six thousand dollars ($26,000.00). If the Court approves Attorneys' Fees and/or Litigation Costs less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will issue one or more IRS 1099 Forms in connection with the payment of the Class Counsel Attorneys' Fees and Costs.

F. **Settlement Administration Costs.** The costs of the Settlement Administrator, including those costs incurred in mailing the Class Notice to the Class Members as required by this Agreement, will be paid from the Gross Settlement Amount up to the amount quoted (and ultimately billed) by the Settlement Administrator and actually awarded by the Court. All disputes relating to the Settlement Administrator's performance of its duties, after good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary. To the extent the Settlement Administration Costs are less or the Court approves payment less than the amount billed, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to the Participating Class Members.

G. **Payments to Participating Class Members.** The "**Net Settlement Amount**" means the portion of the Gross Settlement Amount remaining after subtracting the following payments: Attorneys' Fees and Costs to Class Counsel, the Enhancement Payment to Plaintiffs, payment to the Settlement Administrator for settlement administration fees and costs, and the PAGA Settlement Amount. The Net Settlement Amount will be distributed to "**Participating Class Members**" (i.e., those Class Members who do not submit valid Requests for Exclusion). Class Members who do not opt out will be entitled to their pro rata share of the Net Settlement Amount (**"Individual Settlement Payment"**), calculated in accordance with the formula set forth in Section VIII(D).

IV. SETTLEMENT ADMINISTRATOR

A. **Appointment of Settlement Administrator.** The Parties request that the Court appoint Phoenix Settlement Administrators as Settlement Administrator. The Settlement Administrator will be responsible for the administration of the settlement terms set forth herein, and all related matters. Among other responsibilities, the Settlement Administrator will publish notice of the settlement to Class Members through the distribution of written notice to Class Members based on the list provided by Defendant, calculate the number of Individual Work Weeks during the Class Period worked by Class Members, and issue to Class Members who do not opt-out an IRS Form W-2 and IRS Form 1099 for all amounts paid under this settlement as appropriate, making all deductions and withholdings required under law. The Settlement Administrator will calculate and disburse all payments due under this Settlement Agreement. The Individual PAGA Amount paid to PAGA Group Members will be issued separately from the Individual Payment, if any. The Settlement Administrator will also mail a check for 75% of the PAGA Payment to the LWDA for settlement of the PAGA claim. The Settlement Administrator will also issue a 1099 form to Class Counsel for sums they received under this Agreement as awarded by the Court. In addition, the Settlement Administrator will notify the Parties of timely and untimely Objections and requests for exclusion received; notify the Parties of any disputes by Class Members of the number of Individual Work Weeks and/or persons claiming to be Class Members and resolve any disputes resulting from same; make all other required settlement payments and tax remissions pursuant to the terms of this Agreement and as directed by the Court; and perform such other duties as are described in this Agreement and/or as are customarily performed by settlement administrators. Among its other duties as described in this Agreement, the Settlement Administrator shall provide counsel for the Parties with a weekly report showing the number of opt-outs and Objections received as well as declarations as required by the approval process of this Settlement. The Parties agree to provide any reasonable information requested by the Settlement Administrator needed to effectively administer the settlement.

V. NOTICE OF SETTLEMENT TO CLASS MEMBERS AND PAGA GROUP MEMBERS

A. **Class Data for Settlement Administrator.** Within **ten (10) calendar** days after entry of the Court's preliminary approval order that includes all of the provisions identified in Section II(A)(2), Defendant shall provide to the Settlement Administrator the following information for each Class Member and/or PAGA Group Member in a password protected Microsoft Excel format: name, last known address, Social Security number, pay data during the Class Period, and the number of Individual Workweeks and/or Individual PAGA Pay Periods attributable to each Class Member/PAGA Group Member ("**Class Data**"). The Settlement Administrator shall use the pay data to separately calculate the Individual Workweeks and/or Individual PAGA Pay periods attributable to each Class Member/PAGA Group Member and shall promptly investigate any discrepancies between its Workweek/PAGA Pay Period calculations and the calculations provided by Defendant. The Settlement Administrator shall notify counsel for Defendant of any such discrepancies within **ten (10) calendar days** of receipt of the Class Data.

1. Within twenty (20) calendar days of receipt of the Class Data by the Settlement Administrator, the Settlement Administrator shall notify Class Counsel that the Class Data has been received and provide to Class Counsel, without revealing any confidential information (such as names, Social Security Numbers, contact information, or other personally identifiable information), the number of Class Members along with the total Workweeks worked by all Class Members and whether the Escalator Clause has been triggered.

B. **Confidentiality Of Class Member Contact Information And Data.** The contact information is being provided confidentially, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Class Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement. The Settlement Administrator shall return the Class Data to Defendant or confirm its destruction upon completion of the Settlement Administrator's duties.

C. **Mailing Of Class Notice**. The Settlement Administrator shall mail the Class Notice to Class Members **within twenty-five (25) calendar days** of receiving the Class Data from Defendant. The Settlement Administrator shall send the Class Notice via First Class U.S. Mail, using the most current, known mailing address for each Class Member and PAGA Group Member based on information provided by Defendant. Upon receipt of this information from Defendant, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

D. **Re-mailing Of Returned Notices**. Any mailing returned to the Settlement Administrator as undeliverable shall be sent **within three (3) business days** via First Class U.S. Mail to the forwarding address affixed thereto, if applicable. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address again using a robust skip trace database to update and correct any known or identifiable address changes. Following this procedure, the Settlement Administrator shall perform a re-mailing via First Class U.S. Mail **within three (3) business days**. It shall be presumed that those Class Members whose re-mailed Class Notices are not returned to the Settlement Administrator as undeliverable within **thirty (30) calendar days** after re-mailing, actually received the Class Notice to the maximum extent permitted by law. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

E. **Content Of The Notice Of Class Action Settlement**. The Class Notice shall be in a form mutually agreed to by the Parties and shall, among other things, inform Class Members of their right to decline to participate in the class action portion of the settlement established by this Agreement, so long as the Class Member submits to the Settlement Administrator a valid Request for Exclusion on or before the Response Deadline (defined below), accurately describe the scope of the release, provide all deadlines and material terms of the Settlement, Class Counsel's contact information, and a URL to a website maintained by the Settlement Administrator that has links to the Class Notice and the most important publicly filed documents in the case. The Class Notice shall also state that a Class Member's right to opt out applies only to the class action portion of the Settlement and that no opt out right applies to the settlement of PAGA claims in the *Vazquez* Class Action. It shall be presumed that each and every Class Member whose Class Notice is not returned to the Settlement Administrator as undeliverable **within thirty (30) calendar days** after mailing or remailing (as described above in Section V(D)) actually received it to the maximum extent permitted by law.

F. **Proof Of Mailing**. **At least 21 court days** prior to the Final Settlement Approval Hearing, the Settlement Administrator shall provide a finalized and executed declaration of due diligence and proof of mailing with regard to mailing of the Class Notice to Class Counsel and Defendants' Counsel, which Class Counsel shall in turn provide to the Court. **No later than 5 court days** before the final executed declaration is due to be filed by Class Counsel, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a final draft of the declaration for review.

G. Counsel for the Parties shall not attempt in any way to initiate contact or initiate communications with any Class Member other than through the Class Notice, to discuss the Settlement, except as provided in this Agreement and to the extent any Class Member identified by the Settlement Administrator as to whom the Class Notice is believed by the Settlement Administrator to have been undeliverable, in which case counsel for Defendant may make reasonable attempts to secure accurate contact information for such Class Member. Notwithstanding the foregoing: (i) Class Counsel may respond to questions about the Settlement by Class Members who contact Class Counsel; (ii) counsel for the Parties may respond to questions by the Settlement Administrator about specific claims or questions of Class Members; and (iii) Defendant may communicate with employees and the Class Members to discuss or describe the Settlement as set forth in this Agreement provided that such communications shall not interfere with or discourage participation in the Settlement.

VI. THE OPT-OUT PROCEDURE

A. **Class Members' Consideration Period**. The Class Notice shall state that Class Members who wish to exclude themselves from, or "opt out" of, the class action portion of the Settlement must submit a signed, written Request for Exclusion to the Settlement Administrator ("**Request for Exclusion**"). The deadline to submit a Request for Exclusion is **forty-five (45) calendar days** from the original date that the Class Notice was mailed (the "**Response Deadline**") (plus an additional 14 days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely sent either by fax or by mail and be postmarked to the Settlement Administrator at the address listed in the Class Notice on or before the Response Deadline. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all members of the Class who have timely submitted requests for exclusion.

B. **No right to opt out from PAGA settlement**. The Class Notice shall state that a Class Member's right to opt out applies only to the class action portion of the Settlement and that no opt out right applies to the settlement of PAGA claims in the Action. Accordingly, each PAGA Group Member, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Settlement Amount consistent with the calculation set forth in Section VIII(E) herein.

C. **Opt-Out Procedures.** A Class Member who wishes to opt out of the class portion of the Settlement shall send a Request for Exclusion to the Settlement Administrator, which is a letter setting forth their name, the last four digits of the Social Security number of the Class Member requesting exclusion, the name of the Action, and a statement that they request exclusion from the class and do not wish to participate in the settlement. To be valid, the Request for Exclusion must: (i) reasonably communicate the Class Member's election to be excluded from the class portion of the Settlement and contain sufficient Class Member identifying information; (ii) be signed by the Class Member; and (iii) be postmarked by the Response Deadline and submitted to the Settlement Administrator at the specified address. Opt-out forms must be returned to the settlement administrator by mail, but an otherwise valid and timely opt-out form that is received by the settlement administrator will be accepted. All Class Members who do not timely submit a valid Request for Exclusion shall be bound by the terms and conditions of this Agreement including the release of claims described herein, and shall also be bound by any Court orders related to this Agreement or the Action.

D. **Effect of Opt-Out.** Class Members who successfully submit a Request for Exclusion ("**Non-Participating Class Member**") will not be entitled to a settlement payment for the class portion of this Settlement, and will not be bound by the class action release of this Agreement. To the maximum extent permitted by law, any Class Member who opts out of the Settlement may not object to the Settlement. If a Class Member submits both a Request for Exclusion and an Objection, the Class Member's Request for Exclusion will be deemed to invalidate the Objection. Class Members who submit valid and timely requests to opt out of the Settlement shall not receive a payment for settlement of Class claims pursuant to the Settlement, nor shall such Class Members be bound by the terms of the Settlement of their individual claims against Defendants pursuant to this Settlement. However, Class Members who submit a valid Request for Exclusion will nevertheless be bound by the settlement and release of PAGA claims in the Settlement to the extent they are a member of the PAGA Group and will receive a payment for their individual share of the PAGA Group Payment in settlement of PAGA claims pursuant to the terms of this Agreement. Class Members who receive a Class Notice (or to whom the Class Notice is sent and not returned to the Settlement Administrator as undeliverable) but do not submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed Participating Class Members and shall be bound by all terms of the Settlement and any Final judgment entered in the Action if the Settlement is approved by the Court.

E. The Settlement Administrator shall review each Request for Exclusion upon receipt for timeliness, completeness, and validity. If a submitted Request for Exclusion is defective or incomplete, the Settlement Administrator will promptly notify the Class Member of the defect or deficiency and permit the Class Member fourteen **(14) days** from the date of the mailing of the deficient form or the Response Deadline to cure the defect (the "**Cure Deadline**"), whichever is later. Notwithstanding the foregoing, any Request for Exclusion that is cured will not be considered effective unless: (i) the original Request for Exclusion was postmarked or delivered by the Response Deadline; and (ii) the cured Request for Exclusion was postmarked or delivered by the Cure Deadline. Class Members shall only be permitted one opportunity to cure a defective Request for Exclusion.

F. Unless otherwise permitted by this Agreement, only the Settlement Administrator has the right to contact Class Members who submit a Request for Exclusion. The Settlement Administrator shall not interfere with any Class Member's right to submit a Request for Exclusion and shall communicate with a Class Member solely for purposes of determining the validity, completeness, and any defect in a submitted Request for Exclusion. The Settlement Administrator shall not have the authority to extend the Response Deadline or Cure Deadline except as directed by the Court or otherwise agreed to by the Parties in writing. The Settlement

Administrator shall provide weekly updates concerning the status to both Class Counsel and counsel for Defendant, which will not in any way hamper or impede the right of Class Members to submit Requests for Exclusion.

G. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to opt out of the Settlement or to appeal from the Final Approval Order. Plaintiffs and Defendant and their respective counsel each agree that they will not distribute to any Class Member any documents, notices, or information regarding the Actions or the settlement other than documents, notices, or information approved by the Court, including but not limited to any documents, notices, or information that would encourage or discourage a Class Member from opting out, unless a specific request is first made to them by the Class Member.

VII. OBJECTING TO THE SETTLEMENT

A. **Objection Rights.** Class Members who wish to object to the Settlement may do so in writing by submitting a written objection ("**Objection**") to the Settlement Administrator within the Response Deadline. Class Members may also appear at the Final Approval Hearing and present their objection orally, regardless of whether the Class Member submitted an Objection to the Settlement Administrator. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an Objection is timely submitted. The Settlement Administrator shall provide all such Objections to Class Counsel and Defendant's counsel promptly upon receipt. The Court retains final authority with respect to the consideration and admissibility of any Class Member's Objections. Plaintiffs and Defendant may respond in writing to any written Objections by **no later than seven (7) calendar days** before the Final Settlement Approval Hearing (or some other number of days as the Court shall specify) unless the Objection is received at a later time. Plaintiffs and Defendant may respond to Objections orally at the Final Settlement Approval Hearing.

B. **Written Objection Procedures.** Any written Objection must: (a) contain the case name of the *Vazquez* Class Action; (b) contain the Class Member's full name and signature; (c) contain a written statement of the grounds for the objection and supporting documents, if any; and (d) be sent by mail to the Settlement Administrator, postmarked on or before the Response Deadline. These instructions, as well as information regarding how to appear will be communicated in the Class Notice.

C. Class Members who object to the Settlement may still participate in the Settlement. A Class Member who objects, but does not submit a Request for Exclusion, will remain a Participating Class Member. Accordingly, if the Court approves the Settlement, such Class Members will be bound by the terms of the Settlement in the same way as the Class Members who did not object. Only those Class Members who opt-out will not be bound by the class action portion of this Agreement.

D. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel's Attorneys' Fees and Costs and/or the Enhancement Payment to Plaintiff.

E. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

F. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written Objections to the Settlement or to appeal from the Court's Final Approval Order and judgment thereon.

G. **Objecting Class Members Not Entitled to Attorneys' Fees**. The Parties expressly agree that objecting Class Members are not entitled to recover any attorneys' fees or costs from Class Counsel's fee award. This Agreement specifically bars recovery of Attorneys' Fees and Costs for objectors even if the objection has added genuine value to the Settlement. Furthermore, nothing in this Agreement, express or implied, creates any obligation on the part of Defendant to pay any attorneys' fees or costs to an objector, even if such fees and costs are ordered to be paid by the Court.

H. **Waiver of Objection Rights.** To the fullest extent permitted by law, Class Members who fail to submit Objections in the manner specified in the Class Notice and/or fail to appear in Court to present verbal objections at the Final Approval Hearing shall be deemed to have waived any Objections and shall be foreclosed from making any Objection, whether by appeal or otherwise, to this Agreement. To the maximum extent permitted by law, the Parties agree that only the Parties and/or Class Members who make a valid and timely Objection maintain the right to appeal. If the objecting Class Member does not formally intervene in the Action or move to set aside the judgment and/or the Court rejects the Class Member's Objection, the Class Member will still be bound by the terms of this Agreement.

I. **Binding Effect of Settlement.** Although some Class Members might not receive the Class Notice or timely submit a Request for Exclusion, as provided under this Agreement, due to inability to locate their current address following the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of this Agreement and the Final Approval Order and judgment to the maximum extent permitted by law.

VIII. CALCULATION OF SETTLEMENT PAYMENTS TO CLASS MEMBERS AND PAGA GROUP

A. Upon receipt of the Class Data, and prior to the mailing of the Class Notice, the Settlement Administrator shall review the information submitted by Defendant to confirm the number of Workweeks of each Class Member during the Class Period ("**Individual Workweeks**") for purposes of performing the calculations of Individual Settlement Payments (defined below). For purposes of this Agreement, a "**Workweek**" shall be defined as a 7-day week, beginning on Sunday and ending on Saturday, during which a Class Member received compensation for regular hours worked as a non-exempt employee for at least one day in the Workweek for work actually performed in California during the Class Period, but shall not include any workweeks for which a Class Member was exclusively on a paid or unpaid leave of absence.

B. The Settlement Administrator shall thereafter provide to Defendant's counsel and Class Counsel the total number of Class Members and Workweeks in the Class Data.

C. **No Claims Process**. This Settlement does not require Class Members to submit a claim form to participate in the Settlement.

D. **Individual Settlement Calculations and Payments**. No claims process shall be required of Plaintiffs or Class Members in order to participate in the Settlement. Calculations of Individual Settlement Payments will be made as follows and shall be included in the Class Notice to each Class Member and based on the assumption that no Class Member opts out:

1. The Settlement Administrator will calculate the total number of each Class Member's Individual Workweeks, and the total number of Workweeks for all Class Members ("**Class Workweeks**"). To determine each Class Member's Individual Settlement Payment, the Settlement Administrator will use the following formula: Net Settlement Amount divided by the total of the number of workweeks during the Class Period by participating Class Members ("Workweek Payment Rate") multiplied by the number of workweeks worked by Class Members during the Class Period by the individual Class Member at issue in a non-exempt position in California, less applicable withholdings ("Individual Payments"). If the Class Member worked at least one day for Defendant, the Class Member will be paid a minimum of one workweek's worth of the relevant portion of the Net Settlement Amount.

The Individual Settlement Payments will be reduced by any required deductions for each Class Member as set forth herein, including required withholdings or deductions.

E. **Calculation of PAGA Group Members' Individual Share of PAGA Group Payment**. Each PAGA Group Member's individual share of the PAGA Group Payment shall be calculated on a pro rata basis, based on the following formula: The Settlement Administrator will calculate the total number of each PAGA Group Member's Pay Periods during the PAGA Period ("**Individual PAGA Pay Periods**"), and the total number of Pay Periods for all PAGA Group Members in the PAGA Period ("**PAGA Group Pay Periods**"). To determine each PAGA Group Member's Individual PAGA Payment, the Settlement Administrator will use the following formula: (a) dividing the amount of the PAGA Group Payment ($2,500.00) by the total number of PAGA Group Pay Periods, and (b) multiplying the result by each PAGA Group Member's Individual PAGA Pay Periods. All PAGA Group Members will receive at least a minimum Individual PAGA Payment equivalent to the figure paid to those PAGA Group Members who worked in at least one pay period during the PAGA Period.

The individual shares of the PAGA Group Payment constitute penalties from which no deductions or withholdings will be taken. For purposes of this Agreement, a "**Pay Period**" shall be defined as any pay period during the PAGA Period in which a PAGA Group Member received compensation for regular hours worked as a non-exempt employee for work actually performed in California for at least one day in the pay period but shall not include any full pay periods for which a PAGA Group Member was on a paid or unpaid leave of absence.

F. **Procedures for Class Members to Dispute Workweek Calculations:**

Defendant's records shall be determinative with respect to the number of Individual Workweeks for the Class Member and shall be presumptively valid, subject to this Section VIII(F). If a Class Member disagrees with the number of Individual Workweeks or Individual PAGA Pay Periods listed in his/her/their Class Notice, the Class Member may challenge the number of Individual Workweeks and/or PAGA Pay Periods by communicating with the Settlement Administrator via fax or mail by no later than the Response Deadline. The Class Member must provide the Settlement Administrator with a written statement explaining the basis for such challenge and supporting documentation, if any. In the absence of any contrary evidence, the Settlement Administrator is entitled to presume that the Individual Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Individual Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

IX. TAX ALLOCATION

A. The Individual Settlement Payments to Class Members shall consist of the following: (i) 20% wages and (ii) 80% interest and penalties. Defendant will be responsible for the employer's share of payroll taxes on W-2 income, separate and apart from the Gross Settlement Amount.

B. Because 20% of the gross amount of the Individual Settlement Payments to Class Members constitutes compensation for past services rendered, it shall be considered wages. Accordingly, the Settlement Administrator shall: (i) withhold from the applicable portion of the Individual Settlement Payment the Class Member's share of all appropriate payroll taxes, including federal and state income taxes; (ii) issue to each Class Member and appropriate taxing authorities a Form W-2 statement or its equivalent with respect to the appropriate portion of the Individual Settlement Payment; (iii) issue a Form-1099 to each Class Member and appropriate taxing authorities with respect to the portions of the Individual Settlement Payment representing penalties and interest and, to the extent a Class Member is also a PAGA Group Member, the individual share of the PAGA Payment; and (iv) notify Defendant of its share of any payroll taxes attributable to the employer for the 20% of the gross amount allocated to wages, which amount will be paid separately from the Gross Settlement Amount.

C. **Allocation of Individual Settlement Payment Not Material.** The Court's approval of the allocation of the Individual Settlement Payment for Form 1099 income and Form W-2 income is not a material term of this Agreement. If the Court does not approve or approves a different allocation of the Individual Settlement Payments, the Agreement shall remain intact and all other terms of this Agreement shall apply.

D. Neither Defendant nor its counsel, nor Class Counsel make any representation, and have made no representations as to the tax treatment or legal effect of the payments called for in this Settlement Agreement, and Plaintiffs and Class Members are not relying on any statement, representation, or calculation by Defendant or its counsel, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs and Class Members understand and agree that Plaintiffs and Class Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs and any Class Member who receive any payment under this Agreement should consult with their tax advisors concerning the tax consequences of the Individual Settlement Payments they receive under the Settlement.

X. FINAL SETTLEMENT APPROVAL HEARING

A. Class Counsel shall be responsible for ensuring that at least the following documents are filed with the Court in advance of the Final Settlement Approval Hearing so that the Court will have a sufficient basis upon which to evaluate and approve the Settlement:

1. A final declaration by the Settlement Administrator listing the following information: (i) attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, the mailing and re-mailing of the Class Notice (as applicable), the Class Notices returned as undelivered and attempts to locate Class Members; (ii) the total number of Requests for Exclusion the Settlement Administrator received (both valid and invalid) and a list of the names (with no other identifying information) of all persons who submitted timely and valid Requests for Exclusion; (iii) the number of Objections received and attaching copies of the Objections received so the Court can evaluate the merits of the Objections; and (iv) any other information required by the Court.

2. A duly noticed motion for final approval, accompanying memorandum of points and authorities prepared by Class Counsel, and such other pleadings,

evidence or other documents as may be necessary for the Court to determine that the Settlement documented by this Agreement is fair, adequate and reasonable.

3. A Proposed Final Approval Order and judgment for the Court's signature, approving the material terms of the Settlement documented by this Agreement. The Final Approval Order will include the full text of the class and PAGA releases. The Parties shall jointly prepare the proposed final approval order and judgment to be submitted in the form mutually agreed to by the Parties.

4. The Parties will cooperate to finalize the motion for final settlement approval and supporting papers to be prepared by Class Counsel. Class Counsel shall also provide a draft of the motion for final settlement approval and supporting papers, and an opportunity to provide comments thereto, to Defendant's counsel at least ten (10) business days prior to the filing deadline for the motion. Class Counsel shall not file a motion for final settlement approval without first confirming with counsel for Defendant that Defendant has no objection to any matters stated within the final approval papers, unless Defendant fails to provide any objection two (2) business days before the final approval filing deadline.

5. The motion for final settlement approval will include Class Counsel's applications for Attorneys' Fees and Costs and the Enhancement Payment. However, the Court's decision to award less than the amounts requested for Class Counsel's Attorneys' Fees and Costs and/or the Enhancement Payment to Plaintiffs does not constitute a material modification to the Agreement and will not terminate this Agreement.

6. The Parties agree, to the extent necessary, to take all necessary steps to dismiss the *Vazquez* PAGA Action and *Ceballos* Matter as may be required by the courts, with fees and costs to be borne separately by each party. Class Counsel shall not be entitled to recover any additional fees or costs in the *Vazquez* PAGA Action or *Ceballos* Matter, including any fees for undertaking the dismissal described in this paragraph.

7. Pursuant to Labor Code § 2699(l)(3), Class Counsel will provide to the LWDA a copy of the Court's Final Approval Order and Judgment within ten (10) days after entry of the Final Approval Order and Judgment.

XI. PAYMENT TO CLASS MEMBERS AND PAGA GROUP MEMBERS

A. No later than **thirty (30) calendar days** after the Effective Date (defined in Section I(D), Defendant shall ensure a wire transfer to a bank account designated by the Settlement Administrator is effectuated for the Gross Settlement Amount plus the separate portion of the employer-side payroll taxes. No later than **forty-five (45) calendar days** after the Effective Date, the Settlement Administrator shall issue payments to Class Members and/or PAGA Group Members pursuant to the terms of this Agreement from the above-mentioned designated bank account and issue all necessary and proper tax forms.

B. The Settlement Administrator shall mail the Individual Settlement Payments and Individual PAGA Payments by First Class U.S. Mail to each Class Member's and/or PAGA Group Member's last known address, postage prepaid. Checks shall be valid for **180 calendar days** from the date of mailing (the "**Check Cashing Deadline**"), and the face of each check shall prominently state the Check Cashing Deadline, when the check will be voided. Class Members who do not cash their settlement checks within 180 calendar days after mailing by the Settlement Administrator shall still be bound by the Settlement and the release of claims provided therein. It shall be presumed that each Class Member received his, her, or their Individual Settlement Payment (and PAGA Group Member payment, if applicable) on the date the payment was deposited in the United States mail, unless the payment is returned to the Settlement Administrator within the Check Cashing Deadline. Any check returned by the post office with a forwarding address will be re-mailed within **five (5) calendar days** by the Settlement Administrator to that forwarding address via First Class U.S. Mail. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using all reasonably available sources, methods, and means, including, but not limited to, the "National Change of Address Database", skip traces, and direct contact by the Settlement Administrator with Participating Class Members, and it shall then perform a re-mailing within **seven (7) calendar days** of receiving a returned check. The Settlement Administrator need not take further steps to deliver checks to Participating Class Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, requested by the Participating Class Member prior to the void date.

C. In accordance with California Code of Civil Procedure Section 384, any checks returned to the Settlement Administrator by the post office as undeliverable after the Settlement Administrator takes steps set forth above, and all funds from checks that are not cashed by the Check Cashing Deadline, shall be distributed as follows:

1. The amount of any Individual Settlement Payments and Individual PAGA Payments that remain undeliverable or uncashed 180 calendar days after the postmarked date of the initial mailing of the checks for Individual Settlement Payments and/or Individual PAGA Payments will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash his or her check, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Participating Class Member and/or PAGA Group Member will nonetheless remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section

384, as the entire Net Settlement Amount will be paid out to Class Members, whether or not they all cash their Individual Payments.

2. The Settlement Administrator shall notify the Parties' counsel of the total amount that was actually paid to the Class Members and the amount of funds that are unclaimed.

3. At a date set by the Court for a final accounting in accordance with California Code of Civil Procedure Section 384(b), the Parties shall advise the Court of the total amount that was actually paid to Class Members under this Agreement and the amount of funds that are unclaimed by Class Members and transmitted to the California State Controller's Unclaimed Property Fund.

D. **No Impact On Contributions To Employee Benefit Plans**. None of the payments made pursuant to this Agreement shall be considered to alter the terms or to grant any rights to additional payments under any employee benefit plans. None of the payments made pursuant to this Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("**ERISA**"). Any distribution of payments to Plaintiffs or Class Members shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any bonus or incentive plan, benefit plan sponsored or contributed to by Defendant or any jointly-trusteed benefit plan, or for purposes of calculating the regular rate of pay. For purposes of this Agreement, "benefit plan" means each and every "employee benefit plan," as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

XII. PAYMENT OF ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL; SETTLEMENT ADMINISTRATION EXPENSES; ENHANCEMENT PAYMENT

A. No later than **forty-five (45) calendar days** after the Effective Date, the Settlement Administrator shall transfer the following amounts, as awarded by the Court:

1. To Class Counsel, the amounts ordered by the Court for all attorneys' fees and costs incurred in prosecuting the Action;

2. To the Settlement Administrator, the amounts ordered by the Court for all its expenses;

3. To Plaintiffs, the amount ordered by the Court for the Enhancement Payment; and

4. To the LWDA, the LWDA Payment.

XIII. ESCALATOR CLAUSE.

A. This settlement sum is based on Defendant's representation that the number of total Workweeks during the Class Period was Six Thousand Seven Hundred Fifty-Seven (6,757). Defendant shall not be required to pay more than the Gross Settlement Amount as long as the actual number of Workweeks during the Class Period is no more than ten percent (10%) greater than Defendant's estimate. If the actual number of Workweeks during the Class Period is more than ten percent (10%) greater than the estimate – or 676 or more Workweeks – the Gross Settlement Amount shall increase based on the total number of Workweeks and consistent with the Workweek value of the settlement ($29.23/Workweek) – e.g., if the number of Workweeks is eleven percent (11%) more than the represented number, the Gross Settlement Amount shall increase by eleven percent (11%); if the number of Workweeks is twelve percent (12%) more than the represented number, the Gross Settlement Amount shall increase by twelve percent (12%), and so forth. But if the total number of Workweeks is less than or equal to 7,432, this clause will not be triggered and there will be no increase to the Gross Settlement Amount. The Parties have agreed any additional amount due under this escalator clause shall increase the Gross Settlement Amount, which would increase any disbursements based on the Gross Settlement Amount (i.e. Net Settlement Amount and Class Counsel Fees). Under no other circumstances shall Defendant be required to pay more than the Gross Settlement Amount except as provided for in this section of the Settlement Agreement.

B. The Parties agree that, except as set forth in this Section XIII and the employer share of payroll taxes, under no circumstances shall Defendant be obligated to pay any amount that exceeds one hundred ninety-seven thousand five hundred dollars ($197,500.00).

XIV. INVALIDATION OF AGREEMENT FOR FAILURE TO SATISFY CONDITIONS

A. In the event the Court fails to enter final judgment approving the Settlement consistent with the terms set forth in this Agreement after the Parties have exhausted all reasonable efforts to amend the Agreement to address the Court's concerns, or such final judgment is vacated or reversed, the Actions shall proceed as if no settlement had been attempted and revert back to their prior procedural posture. In such event, nothing in this Agreement shall be used, construed or admissible as evidence by or against any Party as a determination, admission, or concession of any issue of law or fact in the Actions, or in any other proceeding for any purpose; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend the Actions as if this Agreement never existed. Further, in such event, the Parties shall each pay half of the costs of administration that have been incurred by the Settlement Administrator.

B. **Defendant's Right to Withdraw.** If, prior to the Final Settlement Approval Hearing, the number of persons who submit valid and timely Requests for Exclusion exceeds fifteen percent (15%) of the total number of Class Members, then Defendant shall have the sole and absolute discretion to withdraw from this Agreement. If Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Settlement Administrator sends the final Class Member exclusion list to Defendant's counsel; late opt-outs will have no effect.

C. If this Agreement is terminated for failure to satisfy any of the material terms or conditions, Defendant shall not be obligated to create or maintain any type of settlement fund and shall not be obligated to make any settlement payment to any Class Member, PAGA Group Member, LWDA, Class Counsel, or to Plaintiffs.

XV. RELEASES, REPRESENTATIONS AND WARRANTIES

A. Class Member Release

1. <u>Release of Claims by Vazquez, Ceballos, and Class Members</u>. In consideration of the monetary sum provided by Defendant and upon the Effective Date, Plaintiff and each Class Member who does not timely opt-out of the settlement, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, shall fully and finally release and discharge Defendant and its former and present parents, subsidiaries, affiliated corporations and entities, including but not limited to Mann Packing Company, Inc., Del Monte Fresh Produce (West Coast), Inc., or Del Monte Fresh Produce N.A., Inc., and its current, former, and future officers, directors, members, managers, employees, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly liable with Defendant, and all persons or entities acting by, through, under, or in concert with Defendant ("**Released Parties**"), from all applicable California wage and hour claims, rights, demands, liabilities, and causes of action, arising from the claims pled in the Actions or that could have been asserted based on the facts alleged in the Actions against

Defendant, including, claims for: failure to timely pay all minimum and overtime wages due (California Labor Code §§ 204, 210, 218.6, 510, 511, 558, 1174, 1174.5, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, the IWC Wage Order); failure to provide meal and rest periods (California Labor Code §§ 218.5, 226.7, 512, 1194, 1197, 1198; the IWC Wage Order); failure to timely pay all wages at termination (California Labor Code §§ 200, 201, 202, 203, 204, 210, 218.6, 1194); failure to provide accurate wage statements and maintain records (California Labor Code §§ 226, 226.3, 1174, 1174.5, the IWC Wage Order); failure to reimburse all necessary business expenses, including expenses related to cell phones, uniforms, and other employment-related expenses (California Labor Code §§ 2802); unfair competition in violation of California Business and Professions Code section 17200 et seq.; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof ("**Released Claims**"). The Released Claims do not include claims to enforce this Agreement or claims that may not be released as a matter of law, including, for example, claims for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

a) This Settlement and the judgment entered thereon are intended to have res judicata effect precluding Plaintiffs and the Participating Class Members from initiating any other proceedings regarding claims released pursuant to this Agreement.

B. **PAGA Release of Claims**

1. Release of PAGA Claims. For the avoidance of doubt, Class Members/PAGA Group members have no opt-out rights as to the PAGA portion of the settlement of the Actions. Accordingly, upon the Effective Date, in consideration of the PAGA Settlement Amount, Plaintiffs, on behalf of themselves and the State of California, and all PAGA Group members, waive, fully release and forever discharge the Released Parties from any and all claims under PAGA arising from and/or relating in any way to the claims pled in the Actions, or either of Plaintiff's LWDA letters, or that could have been asserted based on the facts alleged or theories asserted in the Actions against Defendant, including, but not limited to, claims for: failure to pay minimum wages and overtime wages (California Labor Code §§ 218.5, 510, 558, 1174, 1174.5, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, IWC Wage Order); failure to provide meal and rest periods (California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197; IWC Wage Order); failure to maintain required records (California Labor Code §§ 226, 226.3, 1174, 1174.5, and IWC Wage Order); failure to provide accurate wage statements (California Labor Code §§ 226; 226.3, 1174, 1174.5, IWC Wage Order No. 1-2001, or 4-2001, § 7); failure to pay timely

wages during employment (California Labor Code §§ 200, 204, 206, 210, 218.5, 558, 1194, 1197.1); failure to timely pay all wages at termination (California Labor Code §§ 200, 201, 202, 203, 1194); failure to reimburse all necessary business expenses, including expenses related to cell phones, uniforms, and other employment-related expenses (California Labor Code §§ 2802); and that arose on or before the date of preliminary settlement approval. No release in this Agreement shall become effective until the Court grants final approval of the settlement and the judgment becomes final.

C. **General Release by Plaintiffs; Representations and Warranties**

1. General Release by Vazquez and Ceballos. In addition to the Class Member Release of Claims and PAGA Group Member release of claims described in this Agreement, effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Vazquez and Ceballos, on their own behalf and on behalf of their heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses where the respective Plaintiff has a controlling ownership interest, each fully release and forever discharge the Released Parties from any and all claims of any nature, known or unknown, contingent or accrued, against all Released Parties, whether in tort, contract, or equity, including, but not limited to, the Released Claims, and any claims arising out of or relating to any work performed by Vazquez or Ceballos or their engagement to perform any work, or relating to Plaintiffs' employment with Defendant, including the end of the employment relationship, and any act, omission, or transaction of or by Defendant or any of the Released Parties occurring on or before the Effective Date. This release is intended to be interpreted broadly and is intended to include, without limitation, all common law claims (including but not limited to: breach of contract, breach of fiduciary duty, breach of the covenant of good faith and fair dealing, wrongful discharge in violation of public policy, infliction of emotional distress, negligence, invasion of privacy, interference with contractual relationship, defamation and fraud), as well as any statutory claims arising under federal, state or local law ("Plaintiffs' General Release"). Plaintiffs acknowledge that Plaintiffs may discover facts and/or law different from and/or in addition to the facts and/or law that Plaintiffs now know or believe to be true, but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects notwithstanding the existence of such different and/or additional facts and/or law or Plaintiffs' discovery of them. Plaintiffs' General Release does not extend to any claims or actions to enforce the Settlement, to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or to any claims that are not releasable as a matter of law or public policy. Nothing herein is intended to preserve any claims that are released pursuant to Section XV(A)-(B).

a) Section 1542 Waiver. For purposes of Plaintiffs' General Release only, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: "**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**."

2. Representations and Warranties. Plaintiffs hereby represent, covenant, and warrant that Plaintiffs 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 rights herein released and discharged. Plaintiffs further agree that Plaintiffs shall not in any way hereafter commence, join, aid, or assist others in pursuing any claim, charge or action against any of the Released Parties for any acts or omissions released under this Agreement.

D. **Defendant's Limited Release.** In consideration of the executed terms and conditions of this Agreement, Defendant agrees to release any claim(s) for malicious prosecution and/or wrongful use of civil proceedings against Plaintiff Vazquez in regards to Plaintiff's filing, submission to the LWDA, or prosecution of the *Vazquez* Matter.

E. **Neutral reference.** Defendant agrees that, in the event any third party attempts to contact it to inquire about either Plaintiff, Defendant will confirm only dates of employment and position(s) held, with no further comment. Plaintiffs must direct all inquiries from prospective employers to Defendant's Human Resources Department.

F. **No Misrepresentation**

The Parties understand that the facts with respect to which this Agreement is entered into may be materially different from those the Parties now believe to be true. The Parties accept and assume this risk, and agree that this Agreement, including specifically the releases contained herein, shall remain in full force and effect, and legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts.

XVI. CONFIDENTIALITY

The Parties and their counsel shall keep confidential all settlement communications regarding the negotiation and drafting of the MOU and Settlement Agreement (except for purposes of enforcement). Neither party will issue any press release or other public or non-public representation regarding the settlement, other than as necessary to obtain court approval and effectuate the terms of the settlement. Provided, however, that the Court may be notified, if necessary, prior to the filing of the motion for preliminary approval, that "The parties have settled the case subject to court approval" while not mentioning the terms. The parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about the Actions. Class Counsel will not disclose this settlement in any way in their marketing or advertising materials or website.

Notwithstanding the above, Class Counsel may communicate with Class Members for purposes of the settlement and to the extent necessary to fulfill any duty Class Counsel has to Class Members to inform them of the pending Actions. Further, Class Counsel may disclose data and documents disclosed to Plaintiffs from Defendant to the Court to facilitate the Court's approval of this Settlement. Nothing herein shall prohibit any of the parties from disclosing information relating to the Agreement as required by law. This provision applies equally to each Plaintiff.

XVII. MISCELLANEOUS PROVISIONS

A. Acknowledgment that the Settlement is Fair and Reasonable

The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Actions, which was reached after non-collusive, arm's-length negotiations and mediation and in the context of adversarial litigation, considering all relevant factors, present and potential, including the risk of continued litigation. The Parties agree, covenant, and represent that this Agreement shall constitute a compromise of, and full accord and satisfaction of, disputed claims.

B. No Admission of Liability

The Parties agree, covenant, and represent that neither this Agreement nor any actions undertaken by Defendant in satisfaction of this Agreement shall constitute, or be construed as, an admission of any liability or wrongdoing by Defendant at any time, or as an admission by Defendant that class certification, or litigation on a representative basis is proper in the Actions. By entering into this agreement, Defendant does not admit liability in the Actions. Defendant expressly denies that it has violated any law, breached any agreement or obligation to Plaintiffs or the Class Members, or engaged in any wrongdoing with respect to Plaintiffs or the Class Members or the PAGA Group Members.

C. Representation by Counsel

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs warrant and represent that Plaintiffs are fully authorized to enter into this Agreement and the terms and conditions thereof, that there are no liens on the Agreement, and that after entry by the Court of the orders specified in this Agreement, the Settlement Administrator may distribute funds to Class Members, PAGA Group Members, Class Counsel, the LWDA, and Plaintiffs as provided by this Agreement.

D. Deadlines Set by this Agreement and Extensions of Time

If any deadline set by this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline shall be deemed to fall on the next day that is not a Saturday, Sunday, or Court holiday. Further, the Parties may, by mutual agreement, agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, subject to Court approval when required.

E. **Notice**

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, by first class mail, or email to the undersigned persons at their respective addresses as set forth below:

Counsel for Plaintiffs and the Class Members:

Kevin Mahoney
MAHONEY LAW GROUP APC
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Fax: (562) 590-8400
kmahoney@mahoney-law.net
Attorneys for Plaintiff Conseulo Vazquez and the Class

Matthew Matern
MATERN LAW GROUP PC
2101 E. El Segundo Blvd., Ste. 403
El Segundo, California 90245
Telephone: (310) 531-1900
Facsimile: (310) 531-1901
Attorneys for Plaintiff Maria Ceballos and the Class

Counsel for Defendant:

Koree Wooley
JONES DAY
4655 Executive Drive, 15th floor
San Diego, California 92121
Telephone (858) 314-1200
kwooley@jonesday.com
Attorneys for Defendant

F. **Memorandum of Understanding Superseded by this Agreement**

Upon the date that this Agreement becomes fully executed by all Parties, this Agreement shall supersede the Memorandum of Understanding between the Parties that was fully executed on July 29, 2025.

G. **Incorporation by Reference**

The terms of this Agreement include the Recitals, which are incorporated by this reference as though fully set forth herein.

H. **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.

I. **Mutual Preparation**

This Agreement has been jointly prepared by the Parties and their counsel. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

J. **Waiver of Right to Appeal**

Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees Payment and Litigation Costs Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

K. **Entire Agreement**

This Agreement comprises the Parties' entire agreement. There are no other agreements, written or oral, express or implied, between the Parties with respect to the subject matter hereof except this Agreement. The Parties acknowledge that no representations, statements or promises made by any other party, or by their respective agents or attorneys, have been relied upon in entering into this Agreement. The Parties explicitly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

L. **Amendment or Modification**

This Agreement may be modified or amended only if such modification or amendment is agreed to in writing and signed by a duly authorized representative of the Parties hereto, which writing shall expressly state the intent of the Parties to modify this Agreement.

M. **Severability**

The Parties to this Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each provision of this Agreement shall be considered severable, except for the release provisions of Section XV of this Agreement. If the Court finds the release provisions of this Agreement to be unenforceable or invalid after the Parties' efforts to resolve any issues addressed by the Court as specified in Section XVII(R), then this Agreement shall become null and void and Defendant shall have no obligation to make any payments pursuant to this Agreement. If the Court finds any provision other than the release provisions of Section XV, or part thereof, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect.

N. **Waiver**

No waiver of any condition or covenant contained in this 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.

O. **Execution and Counterparts**

This Agreement, and any other documents required or contemplated to be executed to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an e-mail to counsel for the other party. Any signature made and transmitted by facsimile, email, DocuSign, or as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party who transmits the signature page.

P. **Binding on Successors and Assigns**

This Agreement shall be binding upon, and shall inure to the benefit of the Parties, including Participating Class Members and PAGA Group Members, as well as their respective heirs, spouses, children, assigns, executors, administrators, successors, beneficiaries, subsidiaries, conservators, representatives, attorneys, estates, divisions and affiliated corporations and partnerships, past and present, and trustees, directors, officers, shareholders, partners, agents and employees, past and present, of the Parties.

Q. **California Law Governs**

All terms of this Agreement will be governed by and interpreted according to the laws of the State of California.

R. **Cooperation in Administration**

The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order, suggestion, or recommendation of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. The Parties' efforts to continue to cooperate and make all best efforts to obtain approval of this Agreement shall only cease after the Parties have exhausted all opportunities to amend or modify this Agreement, including seeking the assistance of the mediator, and the filing of any motions to obtain approval of this Agreement.

S. **All Terms Subject to Final Court Approval**

All amounts and procedures described in this Agreement herein will be subject to final Court approval.

T. **Disputes**

If the Parties have a dispute with regard to the language of this Agreement, they agree to first attempt to resolve the dispute informally through good-faith negotiations and through the mediator, but if those efforts are unsuccessful, the Court retains full jurisdiction to interpret, construe, and enforce the terms of this Agreement.

U. **Judgment and Continued Jurisdiction**

The Court shall retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and Settlement including post-judgment matters as may be appropriate under court rules or as set forth in this Agreement. In the event that an action is brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its/his reasonable attorneys' fees and costs.

V. **Interim Stay of Proceedings**.

The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. If this Agreement is not finally approved, the Parties agree that they will revert to their positions in the Actions prior to the time they entered into this Agreement, and no agreements set forth in this Agreement or any documents generated or orders issued related to this Agreement will be admissible in any future proceeding, in the Actions or in any other action.

W. **Tolling of Five-Year Rule During Settlement Approval**

The Parties agree pursuant to California Code of Civil Procedure §§ 583.310 and 583.330 that, upon the signing of this Agreement, all time spent in connection with the settlement approval process shall not count toward the five-year period to bring each of the Actions to trial. For the avoidance of doubt, the "Settlement Approval Process" means the period beginning on the date this Agreement is fully executed by all Parties, and ending on the latest of the Effective Date of the Settlement as defined herein. The parties further agree that, to the extent necessary, the foregoing period is also excluded under CCP § 583.340(c) as a period during which bringing the Actions to trial is impracticable or futile. The Parties shall cooperate in filing any stipulation or proposed order necessary to effectuate this tolling/exclusion.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES. PLAINTIFFS UNDERSTAND THIS AGREEMENT CONTAINS A GENERAL RELEASE OF CLAIMS.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

PLAINTIFFS

Dated: ____________________ ____________________
Consuelo Vazquez

Dated: ____________________ ____________________
Maria Ceballos

DEFENDANT

Dated: 10/08/2025 | 10:44:49 AM EDT Sevag Zaroukian
Name: Sevag Zaroukian
Title: Vice President, Ops
On behalf of California Fresh Farms, LLC

____

Approved as to form and agrees to be bound by the confidentiality provisions in the Agreement:

MAHONEY LAW GROUP, APC

Dated: ____________________ ____________________
John Young
Attorneys for Plaintiff Consuelo Vazquez and the Class

MATERN LAW GROUP

Dated: ____________________ ____________________
Matthew Matern
Attorneys for Plaintiff Maria Ceballos and the Class

JONES DAY

Dated: October 2, 2025 Koree B. Wooley
Koree Wooley
Attorneys for Defendant

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

PLAINTIFFS Consuelo Vazquez

Dated: 10 / 03 / 2025

Consuelo Vazquez

Dated: Oct 7, 2025

Maria Ceballos (Oct 7, 2025 15:49:34 PDT)

Maria Ceballos

DEFENDANT

Dated: ____________________

Name:
Title:
On behalf of California Fresh Farms, LLC

Approved as to form and agrees to be bound by the confidentiality provisions in the Agreement:

MAHONEY LAW GROUP, APC

Dated: 10 / 02 / 2025

John Young

John Young
Attorneys for Plaintiff Consuelo Vazquez and the Class

MATERN LAW GROUP

Dated: 10 / 07 / 2025

~~Matthew Matern~~ Kayvon Sabourian
Attorneys for Plaintiff Maria Ceballos and the Class

JONES DAY

Dated: October 2, 2025

Koree Wooley
Attorneys for Defendant

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Vazquez, et al. v. California Fresh Farms, LLC, Merced County Superior Court Case No. 24CV-03339 *(Consolidated Case Nos.: 24CV-04490 and 25CV-00518)*

The Superior Court for the State of California authorized this Notice. Read it Carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action and Labor Code Private Attorneys General ("PAGA") lawsuit ("Action") against California Fresh Farms, LLC, ("Defendant") for alleged wage and hour violations. The Action was filed by Consuelo Vazquez and Maria Ceballos (collectively, "Plaintiffs"), and seeks payment of (1) back wages and other relief for a class of non-exempt employees (the "Class Members") who worked for Defendant during the Class Period (June 28, 2020 through December 30, 2023); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt employees who worked for Defendant during the PAGA Period (June 22, 2023 through December 30, 2023) (the "PAGA Group Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $______ (less withholding) and your Individual PAGA Payment is estimated to be $______.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Defendant during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked ________ workweeks** during the Class Period and **you worked ______ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims and Released PAGA Claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class portion of the Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class portion of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue the Released Class Claims against Defendant.

You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue PAGA Group Members' Released Claims (defined below).

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Settlement Payment and an Individual PAGA Group Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims). Your payment will be mailed to you, automatically, after the Court grants final approval to the Settlement and final judgment is entered. [*You must, however, keep a current address on file with the Settlement Administrator to ensure delivery of your check to your current address*.]
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _______________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay PAGA Group Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by ______________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by ______________**	The amount of your Individual Class Settlement Payment and PAGA Group Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ___________. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

The Action accuses Defendant of violating California labor laws by allegedly failing to pay overtime wages, minimum and regular wages, wages during employment and due upon termination, failing to reimburse for necessary business expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements and maintain required records. The Action also asserts that wages and premiums paid for missed meal/rest period were paid at the improper rate. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA") and for unfair business practices. Plaintiffs are represented by the following attorneys in the Action: Kevin Mahoney and John A. Young of Mahoney Law Group, APC and Matthew J. Matern, Launa Adoph, and Kayvon Sabourian of Matern Law Group, PC ("Class Counsel").

Defendant denies all allegations in the Action and contends it complied with the California Labor Code and all other applicable laws. The Settlement is not an admission of any wrongdoing by Defendant or an indication any law was violated. The Court has not ruled on the merits of the claims asserted in the Lawsuit. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court did not decide in favor of Plaintiffs or Defendant. There was no trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, and following a private mediation with an experienced mediator, the Parties have agreed to settle the Action on the terms summarized in this Notice and have asked the Court to enter a judgment ending the Action and enforcing the Settlement.

This Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the lawsuit. By settling the lawsuit, the parties avoid the burden, expense and uncertainty of litigation. Both sides agree the proposed Settlement is a compromise of disputed claims.

By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Group Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. <u>Defendant Will Pay $197,500.00 as the Gross Settlement Amount (Gross Settlement).</u> Defendant has agreed to pay one hundred ninety-seven thousand five hundred dollars ($197,500.00) ("Gross Settlement"), subject to increase pursuant to an Escalator clause. Following the Effective Date of the Settlement as defined in the Settlement Agreement, Defendant will deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Settlement Payments, Individual PAGA Group Payments, Class Representative Enhancement Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the time period to appeal the Judgment has been exhausted without any appeals having been filed or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

i. Up to one-third (1/3) of the Gross Settlement (or $65,833.33) to Class Counsel for attorneys' fees and up to $26,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

ii. Up to $10,000.00 as a Class Representative Enhancement Award to each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Enhancement Award will be the only monies Plaintiffs will receive other than their Individual Class Settlement Payment and any Individual PAGA Group Payment.

iii. Up to $__________ to the Administrator for services administering the Settlement.

iv. Up to $10,000.00 for PAGA Penalties, allocated 75% to the LWDA Payment and 25% in Individual PAGA Group Payments to the PAGA Group Members based on the number of Pay Periods worked in the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The Administrator will also issue Individual PAGA Payments to all PAGA Group Members.

D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Group Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Group Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Group Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ______________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the ______________ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, last four digits of their social security number, present address, telephone number, the name of the Action (*Vazquez v. California Fresh Farms, LLC,* Merced County Sup. Court Case No. 24CV-03339) and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class portion of the Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Group Payments and are required to give up their right to assert the Released PAGA Claims against Defendant.

G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

H. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Members' challenges to their allotted Workweeks/PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

I. Releases.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Participating Class Members and PAGA Group Members will be deemed to release Defendant and its former and present parents, subsidiaries, affiliated corporations and entities, including but not limited to Mann Packing Company, Inc., Del Monte Fresh Produce (West Coast), Inc., or Del Monte Fresh Produce N.A., Inc., and its current, former, and future officers, directors, members, managers, employees, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly liable with Defendant, and all persons or entities acting by, through, under, or in concert with Defendant ("Released Parties") from the claims described below.

i. Participating Class Members' Class Member Release.

Participating Class Members, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, will release the Released Parties from all applicable California wage and hour claims, rights, demands, liabilities, and causes of action, arising from the claims pled in the Action or that could have been asserted based on the facts alleged in the Action against Defendant, including, claims for: failure to timely pay all minimum and overtime wages due (California Labor Code §§ 204, 210, 218.6, 510, 511, 558, 1174, 1174.5, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, the IWC Wage Order); failure to provide meal and rest periods (California Labor Code §§ 218.5, 226.7, 512, 1194, 1197, 1198; the IWC Wage Order); failure to timely pay all wages at termination (California Labor Code §§ 200, 201, 202, 203, 204, 210, 218.6, 1194); failure to provide accurate wage statements and maintain records (California Labor Code §§ 226, 226.3, 1174, 1174.5, the IWC Wage Order); failure to reimburse all necessary business expenses, including expenses related to cell phones, uniforms, and other employment-related expenses (California Labor Code §§ 2802); unfair competition in violation of California Business and Professions Code section 17200 et seq.; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof ("Released Claims"). The Released Claims do not include claims to enforce this Agreement or claims that may not be released as a matter of law, including, for example, claims for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

ii. PAGA Group Members' PAGA Release.

All PAGA Group members will waive, fully release and forever discharge the Released Parties from any and all claims under PAGA arising from and/or relating in any way to the claims pled in the Action, or either of Plaintiff's LWDA letters, or that could have been asserted based on the facts alleged or theories asserted in the Action against Defendant, including, but not limited to, claims for: failure to pay minimum wages and overtime wages (California Labor Code §§ 218.5, 510, 558, 1174, 1174.5, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, IWC Wage Order); failure to provide meal and rest periods (California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197; IWC Wage Order); failure to maintain required records (California Labor Code

§§ 226, 226.3, 1174, 1174.5, and IWC Wage Order); failure to provide accurate wage statements (California Labor Code §§ 226; 226.3, 1174, 1174.5, IWC Wage Order No. 1-2001, or 4-2001, § 7); failure to pay timely wages during employment (California Labor Code §§ 200, 204, 206, 210, 218.5, 558, 1194, 1197.1); failure to timely pay all wages at termination (California Labor Code §§ 200, 201, 202, 203, 1194); failure to reimburse all necessary business expenses, including expenses related to cell phones, uniforms, and other employment-related expenses (California Labor Code §§ 2802); and that arose on or before the date of preliminary settlement approval.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. To determine each Class Member's Individual Settlement Payment, the Settlement Administrator will use the following formula: Net Settlement Amount divided by the total of the number of workweeks during the Class Period by participating Class Members ("Workweek Payment Rate") multiplied by the number of workweeks worked by Class Members during the Class Period by the individual Class Member at issue in a non-exempt position in California, less applicable withholdings. If the Class Member worked at least one day for Defendant, the Class Member will be paid a minimum of one workweek's worth of the relevant portion of the Net Settlement Amount.

B. Individual PAGA Payments. To determine each PAGA Group Member's Individual PAGA Payment, the Settlement Administrator will use the following formula: (a) dividing the amount of the PAGA Group Payment ($2,500.00) by the total number of PAGA Group Pay Periods, and (b) multiplying the result by each PAGA Group Member's Individual PAGA Pay Periods. All PAGA Group Members will receive at least a minimum Individual PAGA Payment equivalent to the figure paid to those PAGA Group Members who worked in at least one pay period during the PAGA Period.

C. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. If you believe these numbers are wrong, you have until ______________ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

If you do nothing, you will automatically receive your Settlement Payment after the Court grants final approval of the Settlement and judgment becomes final. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this Notice is not correct. It is your responsibility to keep the Settlement Administrator informed of any change in your address. Your Settlement Payment will be mailed to the last known address the Settlement Administrator has on file for you.

If you are a Participating Class Member that also qualifies as a PAGA Group Member, you will receive two checks, one for your Individual Class Settlement Payment and one for your Individual PAGA Group Payment.

Settlement Payment checks must be cashed within 180 days from the date of mailing. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California State Controller's Unclaimed Property Fund in your name and will be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq. until such time that you claim your property or as otherwise required by law.

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund https://www.sco.ca.gov/Files-UPD/guide_upd_claiming.pdf for instructions on how to retrieve the funds.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you do not want to participate in the class Settlement, you should exclude yourself from this case (that is, "opt out" of the Settlement). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ______________, that you wish to opt-out. To opt out and exclude yourself from the class case, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must state in substance that you request exclusion from the class and do not wish to participate in the class settlement.

The opt out request letter must include the name of this action (*Vazquez v. California Fresh Farms, LLC,* Merced County Sup. Court Case No. 24CV-03339), your full name, current address, and last four digits of your social security number, signed by you, and must be postmarked and mailed to the Settlement Administrator at the address listed in section ___on or before [RESPONSE DEADLINE]. You may also return it by faxing to [FAX NUMBER]. Opt out requests postmarked after this date may be disregarded.

As stated above, a Class Member's right to opt out applies only to the class action portion of the Settlement and no opt out right applies to the settlement of PAGA claims in the Lawsuit. This means that Class Members who successfully submit a request for exclusion will not be entitled to a settlement payment for the class portion of this Settlement and will not be bound by the class action release of this Agreement. However, Class Members who submit a valid opt out request will nevertheless be bound by the settlement and release of PAGA claims in the Settlement to the extent they are a member of the PAGA Group and will receive a payment for their individual share of the PAGA Group Payment in settlement of PAGA claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 business days before the _______________ Final Approval Hearing, Class Counsel and/or Plaintiffs will file a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and why the amounts requested for Class Counsel's attorneys' fees and costs and the Class Representative Enhancement Award should be granted final approval. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ________(url)___________ or the Court's website at [insert address
]

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is** ______________. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection.

Your objection must: (a) contain the case name and number *Vazquez v. California Fresh Farms, LLC,* Merced County Sup. Court Case No. 24CV-03339; (b) contain your full name and signature; (c) contain a written statement of the grounds for the objection and supporting documents, if any; and (d) be sent by mail to the Settlement Administrator, postmarked on or before the Response Deadline.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Though it is preferred that Class Members submit Objections by the Response Deadline, no objecting Class Member shall be denied the ability to object at the Final Settlement Approval Hearing (whether personally or through separate counsel).

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ___________ at _(time)_ in Department __ of the Merced County Superior Court, located at _______________. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually via [platform information]. Check the Court's website for the most current information.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. You should check the Administrator's website _____________________________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [Administrator's] website at ______(url)______. You can also consult the Superior Court website by going to [court website].

DO NOT TELEPHONE THE JUDGE TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Kevin Mahoney
MAHONEY LAW GROUP APC
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Fax: (562) 590-8400
kmahoney@mahoney-law.net

Matthew Matern
MATERN LAW GROUP PC
2101 E. El Segundo Blvd., Ste. 403
El Segundo, California 90245
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Settlement Administrator:
Name of Company: Phoenix Settlement Administrators
[Settlement Admin Address and contact info here]