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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

RAQUEL PINEDA SALTO, an individual,
and LAURA GARZIA, an individual, on
behalf of all themselves and all others
similarly situated,

Plaintiffs,

v.

DESTINY FARMS, LLC., a California
limited liability company; DURANT
HARVESTING, INC., a California
corporation; DURANT HARVESTING LLC,
a California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21CV04529

CLASS ACTION

[Assigned to the Hon. James F. Rigali in
Dept. 2]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: November 10, 2021

Trial Date: None Set

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and

1 between Raquel Pineda Salto (“Plaintiff Salto”), Laura Garzia (Plaintiff Garzo”) (together,
2 “Plaintiffs”), Victor Mendoza Morales, Mauricio Zacarias, Karina Salto, Josue Pacheco,
3 Figueroa Carmona, and Fermin Ramirez de Jesus (collectively, “Putative Plaintiffs”), on the one
4 hand; and defendants Destiny Farms, LLC, Durant Harvesting, Inc., and Durant Harvesting LLC
5 (collectively, “Defendants”), on the other hand. The Agreement refers to Plaintiffs, Putative
6 Plaintiffs, and Defendants collectively as “Parties,” or individually as a “Party.”

7 **1. DEFINITIONS**

8 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against
9 Defendants, captioned *Raquel Pineda Salto, et al. v. Destiny Farms, LLC, et al.*, Case No.
10 21CV04529, initiated on November 10, 2021, and pending in Superior Court of the State of Santa
11 Barbara, County of Santa Barbara, as the same has been or may be amended.

12 1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to
13 appoint to administer the Settlement.

14 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
15 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
16 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
17 Preliminary Approval of the Settlement.

18 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
19 classified as a non-exempt employee who worked during the PAGA Period.

20 1.5. “Class” means all persons employed by Defendants in California and classified as a non-
21 exempt employee who worked during the Class Period.

22 1.6. “Class Counsel” means David D. Bibiyan, Sarah Cohen, Rafael Yedoyan and Vedang J.
23 Patel of Bibiyan Law Group, P.C.

24 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
25 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
26 expenses, respectively, incurred to prosecute the Action.

27 1.8. “Class Data” means Class Member identifying information in Defendants’ custody,
28 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)

Social Security Number; and (4) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses 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 Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from November 10, 2020 through the date of Preliminary Approval.

1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action and the Putative Plaintiffs seeking Court approval to serve as Class Representatives.

1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Santa Barbara.

1.16. “Defendants” means named defendants Destiny Farms, LLC.; Durant Harvesting, Inc.; and Durant Harvesting LLC (collectively, “Defendants”).

1.17. “Defense Counsel” means Rafael Gonzalez, Brian Daly, and Christina Behrman of Mullen & Henzell L.L.P.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members

objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$1,000,000.00 (One Million Dollars and Zero Cents) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, the Administration Expenses Payment, and employment and payroll taxes (but excluding employer’s share of payroll taxes for the Wage Portion of the Net Settlement Amount). This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA

under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.31. “PAGA Period” means the period from November 10, 2020 through the date of Preliminary Approval.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.33. “PAGA Notice” means Plaintiffs’ November 10, 2021 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75% to the LWDA (\$75,000.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiffs” means Raquel Pineda Salto (“Plaintiff Salto”), Laura Garzia (Plaintiff Garzo”) (together, “Plaintiffs”).

1.37. “Putative Plaintiffs” means Victor Mendoza Morales, Mauricio Zacarias, Karina Salto, Josue Pacheco, Figueroa Carmona, and Fermin Ramirez de Jesus (collectively, “Putative Plaintiffs”), the additional employees that Class Counsel represents.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.42. “Released Parties” means: Defendants, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. RECITALS

2.1. On November 10, 2021, Plaintiff Salto and Plaintiff Garzia commenced this Action by filing a complaint against Defendants for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to indemnify; and unfair competition (“Action”).

1 2.2. On or around November 10, 2021, Plaintiff Salto and Plaintiff Garzia submitted a letter
2 with the Labor and Workforce Department (“LWDA”) giving notice to the LWDA and
3 Defendants of various wage and hour violations under the Private Attorneys General Act of 2004
4 (“PAGA”) committed by Defendants against Plaintiffs and other aggrieved employees of
5 Defendants.

6 2.3. On or around January 14, 2022, Plaintiffs amended the instant wage and hour class action
7 to include claims under the PAGA statute as the Ninth Cause of Action (“Operative Complaint”).

8 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

9 2.5. Prior to mediation Plaintiffs obtained, through informal discovery: (a) time and payroll
10 records for 10% of the 5,447 Class Members through mediation; (b) wage and hour policy
11 documents; and (c) all documents pertaining to Plaintiffs available to Defendants.

12 2.6. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in
13 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
14 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

15 2.7. On July 18, 2024, the Parties participated in an all-day mediation presided over by
16 Katherine Edwards. The mediation was not successful, however after ensuing negotiations, and
17 the Parties agreed to globally resolve all class and PAGA claims in the Action.

18 2.8. The Court has not granted class certification.

19 2.9. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
20 for the purpose of compromising significantly disputed claims and that nothing herein is an
21 admission of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement
22 is not approved, it will be of no force or effect, and the Parties shall be returned to their original
23 respective positions in the Action, as of the date on which the Settlement was reached.

24 2.10. The Parties stipulate to the certification of the Class for purposes of settlement only.

25 2.11. The Parties agree that certification for the purpose of settlement is not an admission that
26 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
27 whatever reason, the Court not grant Final Approval, or if judgment thereon not become final,
28 the Parties’ stipulation to class certification as part of the Settlement shall become null and void

1 ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue
2 of whether or not certification would be appropriate or inappropriate in a non-settlement context
3 in this or any other proceeding.

4 2.12. The Settlement is conditioned on the Court setting aside the Judgment with respect to
5 Defendants' Motion for Judgment on the Pleadings ("MJOP") dated August 19, 2025, and
6 hence, the Parties agree to jointly request, for settlement purposes only, that the Court set aside
7 the Judgment with respect to the Defendants' MJOP. The Parties shall execute the Joint Ex
8 Parte Application and Stipulation to Conditionally Stay or Set Aside Judgment Pending
9 Approval of Class Action and PAGA Settlement and agree to take any additional actions
10 necessary or requested by Court in connection with the joint request to conditionally stay or set
11 aside judgment pending final approval of the Settlement. The Parties agree that should the
12 Court (i) fail to grant final approval of the Class Action and PAGA Settlement and/or (ii) fail to
13 set aside the Judgment with respect to the Defendants' MJOP, the Parties agree to extend
14 Plaintiffs' deadline to appeal the Court's rulings regarding Defendants' motion to compel
15 arbitration, MJOP, and sanctions, to sixty (60) calendar days following Defendants' filing of
16 the Stipulated Judgment. If the Court fails to grant final approval of the Class Action and
17 PAGA Settlement, (i) Defendants may file the Stipulated Judgment attached to the Parties'
18 Stipulation as Exhibit A, the entry of which Plaintiffs and Class Counsel will not oppose; (ii)
19 Plaintiffs shall be estopped from arguing that the Settlement Agreement affects the Court's
20 ability to enter (or re-enter) Judgment on Defendants' MJOP, (iii) Plaintiffs shall maintain a
21 right to appeal the Judgment on Defendants' MJOP, (iv) Defendants shall be estopped from
22 arguing that Plaintiffs' appeal of the order on Defendants' MJOP is untimely, provided the
23 appeal is filed within sixty (60) calendar days following Defendants' filing of the Stipulated
24 Judgment, and (v) Defendants shall maintain the right to oppose Plaintiffs' appeal on any and
25 all grounds.

26 **3. MONETARY TERMS**

27 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
28 Defendants promise to pay \$1,000,000.00 as the Gross Settlement Amount and to separately pay

any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs and Putative Plaintiffs: Class Representative Service Payments to Plaintiffs of not more than \$7,500.00 to Plaintiff Salto, \$7,500 to Plaintiff Garzia, and \$2,500 to each of the Putative Plaintiffs (for a total of \$30,000) in addition to any Individual Class Payment and any Individual PAGA Payment that Plaintiffs and Putative Plaintiffs are entitled to receive as Participating Class Members. Defendants will not oppose Plaintiffs' and Putative Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099s. Plaintiffs and Putative Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$350,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$40,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts.

1 Plaintiffs and/or Class Counsel will endeavor to file a motion for Class Counsel Fees
2 Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing.
3 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
4 Expenses Payment less than the amounts requested, the Administrator will allocate the
5 remainder to the Net Settlement Amount. Released Parties shall have no liability to
6 Class Counsel or any other plaintiff's counsel arising from any claim to any portion any
7 Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
8 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
9 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility
10 and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
11 Litigation Expenses Payment and holds Defendants harmless, and indemnifies
12 Defendants, from any dispute or controversy regarding any division or sharing of any
13 of these payments. There will be no additional charge of any kind to either the
14 Settlement Class Members or request for additional consideration from defendants for
15 such work, unless Defendants materially breach this Agreement, including any term
16 regarding funding, and further efforts are necessary from Class Counsel to remedy said
17 breach, including, without limitation, moving the Court to enforce the Agreement.
18 Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts
19 that are less than the amounts provided for herein, then the unapproved portion(s) shall
20 be a part of the Net Settlement Amount.

21 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
22 \$29,850.00 except for a showing of good cause and as approved by the Court. To the
23 extent the Administration Expenses Payment is less or the Court approves payment less
24 than \$29,850.00 the Administrator will retain the remainder in the Net Settlement
25 Amount.

26 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
27 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
28 by all Participating Class Members during the Class Period and (b) multiplying the result

by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wage damages, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the

amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or

1 Individual PAGA Payments and send them to the Class Members via First Class U.S.
2 Mail, postage prepaid. The face of each check shall prominently state the date (not less
3 than 180 days after the date of mailing) when the check will be voided. The
4 Administrator will cancel all checks not cashed by the void date. The Administrator
5 will send checks for Individual Settlement Payments to all Participating Class Members
6 (including those for whom Class Notice was returned undelivered). The Administrator
7 will send checks for Individual PAGA Payments to all Aggrieved Employees, including
8 Non-Participating Class Members who qualify as Aggrieved Employees (including
9 those for whom Class Notice was returned undelivered). The Administrator may send
10 Participating Class Members a single check combining the Individual Class Payment
11 and the Individual PAGA Payment. Before mailing any checks, the Settlement
12 Administrator must update the recipients' mailing addresses using the National Change
13 of Address Database.

14 4.3.2. The Administrator must conduct a Class Member Address Search for all other
15 Class Members whose checks are returned undelivered without USPS forwarding
16 address. Within 7 days of receiving a returned check the Administrator must re-mail
17 checks to the USPS forwarding address provided or to an address ascertained through
18 the Class Member Address Search. The Administrator need not take further steps to
19 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
20 The Administrator shall promptly send a replacement check to any Class Member whose
21 original check was lost or misplaced, requested by the Class Member prior to the void
22 date.

23 4.3.3. For any Participating Class Member whose Individual Class Payment check or
24 Individual PAGA Payment check is uncashed and cancelled after the void date, the
25 Administrator shall transmit the funds represented by such checks to the *cy pres*
26 recipient, California Farmworker Foundation.

27 4.4. The Administrator shall undertake amended and/or supplemental tax filings and
28 reporting, required under applicable local, state, and federal tax laws, that are necessitated due to

1 the cancellation of any Individual Class Payment checks. Participating Class Members whose
2 Individual Class Payment checks are cancelled shall, nevertheless, be bound by this Settlement
3 Agreement.

4 4.4.1. The payment of Individual Class Payments and Individual PAGA Payments shall
5 not obligate Defendants to confer any additional benefits or make any additional
6 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
7 specified in this Agreement.

8 **5. RELEASE OF CLAIMS**

9 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
10 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
11 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
12 Putative Plaintiffs, Participating Class Members, Class Counsel, Aggrieved Employees, and the
13 LWDA will release claims against all Released Parties as follows:

14 5.1. Plaintiffs' and Putative Plaintiffs' Release. Plaintiffs and Putative Plaintiffs and each of
15 their respective former and present spouses, representatives, agents, attorneys, heirs,
16 administrators, successors, and assigns generally, release and discharge Released Parties from all
17 claims, complaints, costs, damages, demands, expenses, and liabilities of any nature and under
18 any legal theory of liability whatsoever, arising from or relating to any transaction or occurrence
19 that occurred during the Class Period including, but not limited to: (a) all claims that were, or
20 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint
21 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
22 contained in the Operative Complaint and Plaintiffs' PAGA Notice. ("Plaintiffs' Release.")
23 Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any
24 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
25 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
26 Period. Plaintiffs and Putative Plaintiffs acknowledge that Plaintiffs and Putative Plaintiffs may
27 discover facts or law different from, or in addition to, the facts or law that Plaintiffs and Putative
28 Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be

and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' and Putative Plaintiffs' discovery of them.

5.1.1. Plaintiffs' and Putative Plaintiffs' Waiver of Rights Under California Civil Code

Section 1542. For purposes of Plaintiffs' Release only, Plaintiffs and Putative Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.

5.2. Release by Participating Class Members: Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally and fully release and forever discharge Defendants and the Released Parties from all claims, causes of action, rights, demands, penalties, costs, and attorneys' fees arising during the Class Period under state, federal, or local law that were alleged, or reasonably could have been alleged, based upon or arising out of the facts alleged in the Operative Complaint and/or ascertained in the course of the Action ("the Class Released Claims"). The Class Released Claims include any and all statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, penalties, restitution, liquidated damages, interest, attorneys' fees, or litigation costs, including but not limited to claims arising under California Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2802, and 2810.5, California Business and Professions Code section 17200, *et seq.*, and any IWC Wage Orders (as codified in the California Code of Regulations). The Class Released Claims include but are not limited to any and all claims involving any alleged claims for overtime and minimum wage violations, meal period violations, rest period violations, failure to indemnify, wage statement violations, waiting time penalties, and violation of California's unfair

1 competition law based on the aforementioned claims.

2 5.3. Except as set forth in Section 5.4 of this Agreement, Participating Class Members do not
3 release any other claims, including claims for vested benefits, wrongful termination, violation of
4 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
5 workers' compensation, or claims based on facts occurring outside the Class Period.

6 5.4. Release by Aggrieved Employees: All Class Members who are Aggrieved Employees,
7 regardless of whether they are Participating Class Members or Non-Participating Class Members,
8 on behalf of themselves and their respective former and present representatives, agents, attorneys,
9 heirs, administrators, successors, and assigns, along with the State of California, fully release and
10 forever discharge the Released Parties from all claims for civil penalties under PAGA arising
11 during the PAGA Period that were alleged, or reasonably could have been alleged, in the
12 Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action ("the
13 PAGA Released Claims"). The PAGA Released Claims include but are not limited to claims for
14 PAGA penalties arising out of alleged violations of California Labor Code sections 96, 98.6, 200,
15 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510,
16 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2802, and
17 2810.5 and any IWC Wage Orders (as codified in the California Code of Regulations), any and
18 all claims involving any alleged overtime and minimum wage violations, meal period violations,
19 rest period violations, failure to indemnify, wage statement violations, suitable seating, and
20 waiting time penalties. Upon the Effective Date and full funding of the Gross Settlement
21 Amount, Plaintiffs, Putative Plaintiffs, all Aggrieved Employees, and the State of California will
22 be forever barred from pursuing against Defendants and the Released Parties any and all claims
23 for PAGA civil penalties arising during the PAGA Period under the Labor Code or IWC Wage
24 Orders that were, or reasonably could have been, alleged, in the Operative Complaint, or in the
25 PAGA Notice, and/or ascertained in the course of the Action.

26 5.5. Preclusive Effect of Settlement Agreement: Upon the Effective Date and full funding of
27 the Gross Settlement Amount, the terms of this Settlement Agreement and the Judgment are
28 and shall be binding on Plaintiffs, Putative Plaintiffs, Participating Class Members, and

1 Aggrieved Employees, as well as their heirs, executors and administrators, successors and
2 assigns, and on the State of California, and the terms of this Settlement Agreement and the
3 Judgment shall have res judicata, collateral estoppel and other preclusive effect in all pending
4 and future claims, lawsuits or other proceedings maintained by or on behalf of any such
5 persons, to the extent those claims, lawsuits or other proceedings constitute Class Released
6 Claims or PAGA Released Claims as set forth in this Agreement. Notwithstanding any other
7 provision in this Agreement, this Agreement and the Judgment in the Action may be filed in
8 any action against or by Defendants or the Released Parties to support a defense of res judicata,
9 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith
10 and credit, or any other theory of claim preclusion, issue preclusion or similar defense or
11 counterclaim.

12 **6. MOTION FOR PRELIMINARY APPROVAL**

13 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
14 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
15 Approvals.

16 6.1. Defendants’ Declaration in Support of Preliminary Approval. Within 7 days of full
17 execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed
18 declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or
19 potential conflicts of interest with the Administrator and Cy Pres Recipient.

20 6.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and to deliver to Defense Counsel all
21 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
22 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
23 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
24 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
25 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
26 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
27 to its willingness to serve; competency; operative procedures for protecting the security of Class
28 Data; amounts of insurance coverage for any data breach, defalcation of funds or other

misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval promptly after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; timely transmission to the LWDA of all necessary PAGA documents, and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator. Class Counsel agrees not to finalize or file any Motion for Preliminary Approval papers until Defense Counsel has approved those papers (approval of which will not be unreasonably withheld).

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve

1 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees
2 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
3 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
4 represent that they have no interest or relationship, financial or otherwise, with the Administrator
5 other than a professional relationship arising out of prior experiences administering settlements.

6 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
7 Identification Number for purposes of calculating payroll tax withholdings and providing reports
8 state and federal tax authorities.

9 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
10 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
11 468B-1.

12 7.4. Notice to Class Members

13 7.4.1. No later than three (3) business days after receipt of the Class Data, the
14 Administrator shall notify Class Counsel that the list has been received and state the
15 number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods
16 in the Class Data.

17 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
18 days after receiving the Class Data, the Administrator will send to all Class Members
19 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
20 the Class Notice with Spanish translation, substantially in the form attached to this
21 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
22 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
23 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
24 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
25 update Class Member addresses using the National Change of Address database.

26 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
27 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
28 using any forwarding address provided by the USPS. If the USPS does not provide a

forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The 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.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it

1 fails to contain all the information specified in the Class Notice. The Administrator
2 shall accept any Request for Exclusion as valid if the Administrator can reasonably
3 ascertain the identity of the person as a Class Member and the Class Member's desire
4 to be excluded. The Administrator's determination shall be final and not appealable or
5 otherwise susceptible to challenge. If the Administrator has reason to question the
6 authenticity of a Request for Exclusion, the Administrator may demand additional proof
7 of the Class Member's identity. The Administrator's determination of authenticity shall
8 be final and not appealable or otherwise susceptible to challenge.

9 7.5.3. Every Class Member who does not submit a timely and valid Request for
10 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
11 to all benefits and bound by all terms and conditions of the Settlement, including the
12 Participating Class Members' Releases under Paragraphs 5.2 and 5.4 of this Agreement,
13 regardless whether the Participating Class Member actually receives the Class Notice
14 or objects to the Settlement.

15 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class Payment or
17 have the right to object to the class action components of the Settlement. Because future
18 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
19 Participating Class Members who are Aggrieved Employees are deemed to release the
20 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
21 PAGA Payment.

22 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
23 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
24 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
25 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
26 the allocation by communicating with the Administrator via mail. The Administrator must
27 encourage the challenging Class Member to submit supporting documentation. In the absence
28 of any contrary documentation, the Administrator is entitled to presume that the Workweeks

1 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
2 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
3 Periods shall be final and not appealable or otherwise susceptible to challenge. The
4 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
5 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
6 the challenges.

7 **7.7. Objections to Settlement**

8 7.7.1. Only Participating Class Members may object to the class action components of
9 the Settlement and/or this Agreement, including contesting the fairness of the
10 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
11 Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

12 7.7.2. Participating Class Members may send written objections to the Administrator, by
13 mail. In the alternative, Participating Class Members may appear in Court (or hire an
14 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
15 A Participating Class Member who elects to send a written objection to the
16 Administrator must do so not later than 45 days after the Administrator's mailing of the
17 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
18 mailed).

19 7.7.3. Non-Participating Class Members have no right to object to any of the class action
20 components of the Settlement.

21 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
22 performed or observed by the Administrator contained in this Agreement or otherwise.

23 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
24 and use an internet website to post information of interest to Class Members including
25 the date, time and location for the Final Approval Hearing and copies of the Settlement
26 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
27 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
28 Class Counsel Litigation Expenses Payment and Class Representative Service

1 Payments, the Final Approval and the Judgment. The Administrator will also maintain
2 and monitor an email address and a toll-free telephone number to receive Class Member
3 calls and emails.

4 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
5 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
6 Not later than 5 days after the expiration of the deadline for submitting Requests for
7 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
8 containing (a) the names and other identifying information of Class Members who have
9 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
10 other identifying information of Class Members who have submitted invalid Requests
11 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
12 (whether valid or invalid).

13 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
14 reports to Class Counsel and Defense Counsel that, among other things, tally the number
15 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
16 Exclusion (whether valid or invalid) received, objections received, challenges to
17 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
18 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
19 Weekly Reports must include provide the Administrator’s assessment of the validity of
20 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
21 received.

22 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
23 address and make final decisions consistent with the terms of this Agreement on all
24 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
25 Administrator’s decision shall be final and not appealable or otherwise susceptible to
26 challenge.

27 7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs are required to
28 file the Motion for Final Approval of the Settlement, the Administrator will provide to

1 Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting
2 to its due diligence and compliance with all of its obligations under this Agreement,
3 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
4 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
5 number of Requests for Exclusion from Settlement it received (both valid or invalid),
6 the number of written objections and attach the Exclusion List. The Administrator will
7 supplement its declaration as needed or requested by the Parties and/or the Court. Class
8 Counsel is responsible for filing the Administrator's declaration(s) in Court.

9 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
10 disburses all funds in the Gross Settlement Amount, the Administrator will provide
11 Class Counsel and Defense Counsel with a final report detailing its disbursements by
12 employee identification number only of all payments made under this Agreement. At
13 least 7 days before any deadline set by the Court, the Administrator will prepare, and
14 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
15 Court attesting to its disbursement of all payments required under this Agreement. Class
16 Counsel is responsible for filing the Administrator's declaration in Court.

17 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

18 Based on its records, Defendants estimate that, as of the date of this Settlement
19 Agreement, (1) there are 5,447 Class Members and 180,000 Total Workweeks during the Class
20 Period and (2) there are 5,447 Aggrieved Employees who worked 180,000 Pay Periods during
21 the PAGA Period.

22 8.1. Increase in Workweeks. Defendants represent that there are no more than 180,000
23 Workweeks worked during the Class Period. In the event the number of Workweeks worked by
24 Class Members during the Class Period increases by more than 10%, or 18,000 Workweeks, then:
25 (1) the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess
26 of 198,000 Workweeks multiplied by the Workweek Value; or (2) the Class Period shall end on
27 the date the number of Workweeks reaches 198,000 Workweeks. The Workweek Value shall be
28 calculated by dividing the originally agreed-upon Gross Settlement Amount (\$1,000,000.00) by

1 180,000. Thus, for example, should Defendants elect option (1), and there are 200,000
2 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by
3 \$11,120.00 ((200,000 Workweeks – 198,000 Workweeks) x \$5.56 per Workweek.)

4 **9. CONDITION OF COURT SETTING ASIDE JUDGMENT**

5 This Settlement is conditioned on the Court setting aside the Judgement with
6 respect to Defendants’ MJOP dated August 19, 2025, and hence, the Parties agree to jointly
7 request, for settlement purposes only, that the Court set aside the Judgment with respect to the
8 Defendants’ MJOP. The Parties shall execute the Joint Ex Parte Application and Stipulation to
9 Conditionally Stay or Set Aside Judgment Pending Approval of Class Action and PAGA
10 Settlement and agree to take any additional actions necessary or requested by Court in connection
11 with the joint request to conditionally stay or set aside judgment pending final approval of the
12 Settlement. The Parties agree that should the Court (i) fail to grant final approval of the Class
13 Action and PAGA Settlement and/or (ii) fail to set aside the Judgment with respect to the
14 Defendants’ MJOP, the Parties agree to extend Plaintiffs’ deadline to appeal the Court’s rulings
15 regarding Defendants’ motion to compel arbitration, MJOP, and sanctions, to sixty (60) calendar
16 days following Defendants’ filing of the Stipulated Judgment. If the Court fails to grant final
17 approval of the Class Action and PAGA Settlement, (i) Defendants may file the Stipulated
18 Judgment attached to the Parties’ Stipulation as Exhibit A, the entry of which Plaintiffs and Class
19 Counsel will not oppose; (ii) Plaintiffs shall be estopped from arguing that the Settlement
20 Agreement affects the Court's ability to enter (or re-enter) Judgment on Defendants’ MJOP, (iii)
21 Plaintiffs shall maintain a right to appeal the Judgment on Defendants’ MJOP, (iv) Defendants
22 shall be estopped from arguing that Plaintiffs appeal of the order on Defendants’ MJOP is
23 untimely, provided the appeal is filed within sixty (60) calendar days following Defendants’
24 filing of the Stipulated Judgement, and (v) Defendants shall maintain the right to oppose
25 Plaintiffs’ appeal on any and all grounds.

26 **10. NULLIFICATION OF THE SETTLEMENT**

27 10.1 If (a) the Court should for any reason fail to approve this Settlement
28

1 Agreement in the form agreed to by the Parties, or (b) the Court should for any
2 reason fail to enter Judgment of the Action, or (c) the approval of the Settlement
3 Agreement and Judgment is reversed, modified or declared or rendered void, or
4 (d) Defendants nullifies the Stipulation pursuant to section 10.2, below, then the
5 Settlement Agreement and conditional class certification shall be considered null
6 and void, and neither the Settlement Agreement, conditional class certification,
7 nor any of the related negotiations or proceedings, shall be of any force or effect
8 whatsoever, and all parties to the Settlement Agreement shall stand in the same
9 position, without prejudice, as if the Settlement Agreement had been neither
10 entered into nor filed with the Court. Notwithstanding the foregoing, the Parties
11 may and will attempt in good faith to cure any perceived defects in the Settlement
12 Agreement to facilitate approval.

13 10.2 Defendants' Right to Withdraw. If the number of valid Requests for
14 Exclusion identified in the Exclusion List exceeds 100 total Class Members,
15 Defendants may, but are not obligated to, elect to withdraw from the Settlement.
16 The Parties agree that, if Defendants withdraw, the Settlement shall be void ab
17 initio, have no force or effect whatsoever, and that neither Party will have any
18 further obligation to perform under this Agreement; provided, however,
19 Defendants will remain responsible for paying all Administration Costs incurred
20 to that point. Defendants must notify Class Counsel and the Court in writing of its
21 election to withdraw not later than fourteen (14) calendar days after the
22 Administrator sends the final Exclusion List to Defense Counsel; late elections
23 deemed void will have no effect.

24 **11. MOTION FOR FINAL APPROVAL**

25 Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for
26 final approval of the Settlement that includes a request for approval of the PAGA settlement
27 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
28 Judgment (collectively "Motion for Final Approval"). Plaintiffs shall endeavor to provide drafts

of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected 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. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the

1 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
2 the amount of the Net Settlement Amount.

3 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
5 modification of this Agreement (including, but not limited to, the scope of release to be granted
6 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain
8 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
9 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
10 the Court's award of the Class Representative Service Payments or any payments to Class
11 Counsel shall not constitute a material modification of the Judgment within the meaning of this
12 paragraph, as long as the Gross Settlement Amount remains unchanged

13 **12. AMENDED JUDGMENT**

14 If any amended judgment is required under Code of Civil Procedure section 384, the
15 Parties will work together in good faith to jointly submit and a proposed amended judgment.

16 **13. ADDITIONAL PROVISIONS**

17 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other
18 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
19 Nothing in this Agreement is intended or should be construed as an admission by Defendants
20 that any of the allegations in the Operative Complaint or PAGA Notice have merit or that
21 Defendants have any liability for any claims asserted; nor should it be intended or construed as
22 an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree
23 that class certification and representative treatment is for purposes of this Settlement only. If,
24 for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment,
25 Defendants reserve the right to contest certification of any class for any reasons, and Defendants
26 reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move
27 for class certification on any grounds available and to contest Defendants' defenses. The
28 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,

and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. No Publicity. Class Counsel shall not issue any press release related to this Settlement and shall not advertise this settlement on their respective websites in any manner that identifies any of the parties by name, the case number, or geographic location of the Defendants' place of business. Class Counsel shall not otherwise advertise or have any other public communication about this settlement.

13.3. Confidentiality Prior to Preliminary Approval. Plaintiffs, Putative Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Putative Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's

1 ability to communicate with Class Members in accordance with Class Counsel's ethical
2 obligations owed to Class Members.

3 13.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
4 together with its attached exhibits shall constitute the entire agreement between the Parties
5 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
6 inducements made to or by any Party.

7 13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
9 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
10 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
11 terms of this Agreement including any amendments to this Agreement.

12 13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
16 or content of any document necessary to implement the Settlement, or on any modification of the
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the
18 assistance of a mediator and/or the Court for resolution.

19 13.8. No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
22 action, or right released and discharged by the Party in this Settlement.

23 13.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
26 Part 10, as amended) or otherwise.

27 13.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
28 modified, changed, or waived only by an express written instrument signed or agreed to by all

1 Parties or their representatives, and approved by the Court. Plaintiffs and Defendants expressly
2 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
3 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
4 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
5 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
6 the use of signatures previously provided by the Parties.

7 13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
8 the benefit of, the successors of each of the Parties.

9 13.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
10 governed by and interpreted according to the internal laws of the state of California, without
11 regard to conflict of law principles.

12 13.13. Cooperation in Negotiating and Drafting. The Parties have cooperated in the negotiating,
13 drafting and preparation of this Agreement. This Agreement, including any provision therein
14 deemed to be ambiguous, will not be construed against any Party on the basis that the Party was
15 the drafter or participated in the drafting

16 13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
17 during Action and in this Agreement relating to the confidentiality of information shall survive
18 the execution of this Agreement

19 13.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
20 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
21 in connection with the mediation, other settlement negotiations, or in connection with the
22 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
23 be used in any way that violates any existing contractual agreement, statute, or rule of court.

24 13.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
25 inserted for convenience of reference only and does not constitute a part of this Agreement.

26 13.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
27 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
28 weekend or federal legal holiday, such date or deadline shall be on the first business day

1 thereafter.

2 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
3 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
4 be accepted as an original. All executed counterparts and each of them will be deemed to be one
5 and the same instrument if counsel for the Parties will exchange between themselves signed
6 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
7 and contents of this Agreement.

8 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
9 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
10 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
11 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
12 process.

13 13.20. Severability. In the event that one or more of the provisions contained in this Agreement
14 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
15 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
16 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
17 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
18 Agreement.

19 ///

20 **IT IS SO AGREED:**

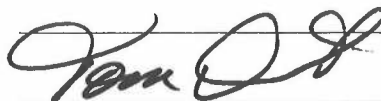
21
22
23
24 Plaintiff, Raquel Pineda Salto



For Defendant, Destiny Farms, LLC

25 ~~Raquel Pineda~~
26 Raquel Pineda (Oct 6, 2025 15:09:48 PDT)

27 Plaintiff, Laura Garzia



For Defendant, Durant Harvesting, Inc.

28 Laura Garcia

Laura Garcia (Oct 6, 2025 14:26:44 PDT)



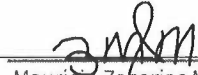
For Defendant, Durant Harvesting LLC

Victor Mendoza Morales



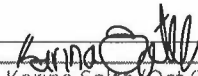
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Mauricio Zacarias



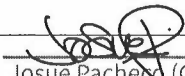
Mauricio Zacarias M (Oct 6, 2025 15:52:35 PDT)

Karina Salto



Karina Salto (Oct 6, 2025 12:20:34 PDT)

Josue Pacheco



Josue Pacheco (Oct 6, 2025 16:08:04 PDT)

Figueroa Carmona



Ismael Figueroa carmona (Oct 6, 2025 11:34:48 PDT)

Fermin Ramirez de Jesus



Fermin Ramirez de Jesus (Oct 6, 2025 16:39:09 PDT)

AGREED AS TO FORM ONLY:



David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiffs



Rafael Gonzalez
Brian Daly
Christina Behrman
Counsel for Defendants