SETTLEMENT AGREEMENT AND RELEASE

1. This Settlement Agreement and Release (the "Settlement Agreement," "Settlement" or "Agreement") is entered into between Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez ("Plaintiffs"), on behalf of themselves and all other similarly-situated persons who worked for Defendant Batth Farms, Inc. ("Defendant") in the State of California and the State of California, subject to the approval of the Court. Plaintiffs and Defendant are collectively referred to as the "Parties."

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. "Action" means the action *Ramon Huerta, et al. v. Batth Farms, Inc.,* Superior Court of California, County of Fresno, Case Number 21CECG01833.

b. "Aggrieved Employees" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the PAGA Period.

c. "Class" or "Class Members" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, including the Released Employees.

d. "Class Counsel" means Bibiyan Law Group, P.C. and Blackstone Law, APC.

e. "Class Counsel's Costs" refers to the amount of reasonable litigation expenses Class Counsel actually incurred in connection with this Action, which are currently estimated at One Hundred Thousand Dollars and Zero Cents ($100,000.00), including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures.

f. "Class List" means a list of Class Members that Defendant will compile from its records. The Class List shall include: each Class Member's full name; last known address; last known email address; last known telephone number; Social Security number; the total number of workweeks that each Class Member worked in the State of California during the Class Period; and the total number of pay periods that each Aggrieved Employee worked in the State of California during the PAGA Period.

g. "Class Period" means any time between June 24, 2017 and December 31, 2025, or the Preliminary Approval Date, whichever is earlier.

h. "Court" means the Superior Court of California, County of Fresno.

i. "Defendant" means Batth Farms, Inc.

j. "Defendant's Counsel" means Sagaser, Watkins & Wieland, PC.

k. "Effective Date" means the date of the later of (a) if there are no objections

submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the settlement, or (b) if there are objections to the settlement, thirty-five (35) calendar days after the Court enters a final approval order and judgment approving the settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's final approval order approving the settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief.

l. "Fee Award" means the award of attorneys' fees that the Court authorizes to be paid to Class Counsel for the services they rendered for the work they performed in the Action. Class Counsel will not seek more than one-third (1/3) of the Gross Settlement Amount as their Fee Award.

m. "Final" shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the award of attorneys' fees, attorneys' costs, or any Service Award shall not by itself in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming "Effective."

n. "Final Approval Order" means the Court's Final Approval Order approving the Settlement and entering judgment.

o. "Final Approval Hearing" means the hearing to be held by the Court to consider the Final Approval Order of the Settlement.

p. "Gross Settlement Amount" means the non-reversionary total amount that Defendant shall pay in connection with this Settlement, including any interest earned on such funds, in exchange for the release of the Settlement Class Members' and Aggrieved Employees' released claims. The Gross Settlement Amount is the gross sum of Two Million Two Hundred and Fifty Thousand Dollars ($2,250,000.00), plus any amounts paid pursuant to the Escalator Clause in Section 24.b below, and any interest. The Gross Settlement Amount includes: (a) all Settlement Awards to Settlement Class Members; (b) PAGA Payment; (c) Service Awards; (d) verified attorneys' fees and costs to Class Counsel, and (e) Settlement Administration Costs to the Settlement Administrator. Except for the Defendant's employer's portion of payroll taxes on Settlement Awards to Class Members ("Defendant's Payroll Taxes"), the Parties agree that Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendant's Payroll Taxes, and unless escalated pursuant to the Escalator Clause. There will be no reversion. The Gross Settlement Amount includes the One Hundred Thousand Dollars ($100,000.00) ("Prior Paid Amount") in settlement payments that were already made to putative class members via the *Pick Up Stix* releases obtained by Defendant.

q. "Individual PAGA Payment(s)" means the payment that each Aggrieved

Employee shall be entitled to receive pursuant to the terms of this Agreement.

r. "LWDA Payment" means the amount of One Hundred Twelve Thousand Five Hundred Dollars and Zero Cents ($112,500.00), i.e., 75% of the PAGA Payment to be paid to the Labor and Workforce Development Agency ("LWDA").

s. "Net Settlement Amount" means the Gross Settlement Amount less: (i) Service Awards; (ii) Fee Award; (iii) Class Counsel's Costs; (iv) Settlement Administration Costs; (v) PAGA Payment; and (vi) Prior Paid Amount. The Parties acknowledge that all of these amounts, other than the Prior Paid Amount, are subject to the Court's approval.

t. "Notice Deadline" means the date sixty (60) days after the Settlement Notice is initially mailed to the Class. Class Members shall have until the Notice Deadline to object to, or opt-out of, the Settlement or dispute their workweeks and/or pay periods.

u. "PAGA Payment" means One Hundred Fifty Thousand Dollars ($150,000) in civil penalties under the Private Attorneys' General Act ("PAGA").

v. "PAGA Period" means any time between April 20, 2020 and December 31, 2025, or the Preliminary Approval Date, whichever is earlier.

w. "Parties" means the parties to this Agreement: Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez and Defendant Batth Farms, Inc.

x. "Plaintiff(s)" means Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez.

y. "Preliminary Approval Order" means the Court's Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

z. "Qualified Settlement Fund" means a qualified settlement fund under Section 468B of the Internal Revenue Code established by the Settlement Administrator for the purpose of administering this Settlement.

aa. "Released Employees" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, who also signed an individual "Settlement and Release Agreement" with Defendant between May 1, 2025 and January 31, 2026.

bb. "Releasees" means Defendant Batth Farms, Inc. and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its or their respective shareholders, officers, directors, supervisors, managers, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Class Claims and/or Released PAGA Claims.

cc. "Service Award(s)" means the payments to Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez for their efforts in bringing and prosecuting this matter. The Service Awards will not exceed the following amount per individual named Plaintiff: Ten Thousand Dollars ($10,000.00) each for Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez.

dd. "Settlement Administrator" means ILYM Group, Inc., the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

ee. "Settlement Administration Costs" refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice and Settlement Awards, which are estimated to be Eleven Thousand Dollars and Zero Cents ($11,000.00).

ff. "Settlement Award(s)" means the payment that each Settlement Class Member shall be entitled to receive pursuant to the terms of this Agreement.

gg. "Settlement Class" or "Settlement Class Members" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, excluding any opt-outs.

hh. "Settlement Notice" means the Notice of Class Action Settlement substantially in the form as **Exhibit A** attached hereto, or as approved by the Court.

RECITALS

3. On October 7, 2020, Plaintiff Ramon Huerta provided written notice to the LWDA of his intent to pursue claims under PAGA § 2699 ("PAGA Notice"). Plaintiff Ramon Huerta subsequently filed his PAGA action on June 24, 2021, asserting claims under the PAGA arising from Defendant's alleged violations of the California Labor Code. Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez filed a First Amended Complaint on March 14, 2023, to assert claims on behalf of a class against Defendant for its alleged violations of the California Labor Code. Defendant filed its answers on August 26, 2021, and May 2, 2023, denying Plaintiffs' allegations. On July 23, 2025, Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martnez provided an amended written notice to the LWDA pursuant to California Labor Code Section 2699.3 of the additional claims of the California Labor Code alleged to have been violated by Defendant ("Amended PAGA Notice").

4. Through the Action, Plaintiffs allege that Defendant violated the wage and hour laws of California by failing to pay Class Members and Aggrieved Employees earned wages and failing to provide legally compliant meal and rest periods. On this basis, Plaintiffs brought claims against Defendant for unpaid minimum wages and overtime wages, failure to provide meal and rest periods, waiting time penalties, inaccurate wage statements, failure to indemnify, failure to pay final wages, failure to maintain records, unfair competition, and civil penalties under the PAGA.

5. On October 6, 2025, the Parties conducted a full day mediation session which was remotely held before employment mediator Monique Ngo-Bonnici. The mediation session was successful, and the Parties reached a settlement pursuant to a mediator's proposal on October 6, 2025, under the terms provided in the instant Settlement Agreement.

6. Defendant represents that 355 of 569 Class Members signed a Settlement and Release Agreement with Defendant between the dates of between May 1, 2025 and January 31, 2026, covering all but 7,125 workweeks for that period for the Class. Defendant further represents that, pursuant to these Settlement and Release Agreements, Defendant has compensated signatory

Class Members with an aggregate total of One Hundred Eight Thousand Seven Hundred Forty-Three Dollars and Zero Cents ($108,743.00).

7. The Parties agree that Plaintiffs will file a Second Amended Class and Representative Action Complaint ("Operative Complaint") to add a rent deduction claim.

8. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Plaintiffs have considered: (a) the facts developed during pre-mediation, informal discovery and the Parties' mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiffs have concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of Plaintiffs and the Settlement Class (as defined above) to settle their claims against Defendant pursuant to the terms set forth herein.

9. Defendant denies the allegations in the Action and denies any and all liability, including any liability for alleged failure to pay overtime compensation, failure to provide meal or rest periods, failure to pay at least minimum wages for all time worked, failure to provide complaint cooldown breaks, failure to maintain accurate records, failure to provide employees with required notices, failure to reimburse employees, improper deductions of wages for housing or any alleged wage payment, wage and hour or similar violation. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Releasees (as defined above) of any fault, liability or wrongdoing, which Defendant expressly denies.

10. The Parties recognize that notice to the Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it, the Settlement becomes Final and the Settlement Effective Date occurs.

11. The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing class certification pursuant to Cal. Civ. Code Proc. § 382 are met. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification would be appropriate in a non-settlement context. Defendant denies that class action treatment is appropriate in the litigation context or for trial.

12. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that Plaintiffs', the Settlement Class', and the Aggrieved Employees' claims as described herein against Defendant shall be settled and compromised on the merits, and that the Plaintiffs', the Settlement Class', and the Aggrieved Employees' released claims herein shall be finally and fully compromised and settled as to the Defendant and Releasees, in the manner and upon the terms and conditions set forth below.

RELEASES

13. Batth Farms, Inc. agrees to pay the Gross Settlement Amount as set forth in this Settlement Agreement, and in exchange for such consideration, Plaintiffs, Settlement Class Members, and Aggrieved Employees agree to release all claims as set forth herein as applicable.

14. **Settlement Class Members' Released Claims.** Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiffs and all Settlement Class Members shall and hereby do release and discharge all Releasees, finally and forever, from the claims during the Class Period pleaded in the Operative Complaint (including, but not limited to: claims for violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, and 1198, Business and Professions Code § 17200 *et seq*., and claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have been pleaded based on the facts asserted in the Operative Complaint, including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available rest and/or meal periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; (7) failure to provide complaint cooldown breaks; (8) failure to maintain accurate records; (9) failure to provide employees with required notices; (10) failure to reimburse employees; (11) improper deductions of wages for housing; and (11) unlawful business practices (collectively, "Released Class Claims"). The enumeration of these specific statutes and theories shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Operative Complaint or could have been asserted in the Operative Complaint based on the facts and theories alleged in the Operative Complaint.

15. **Releases of PAGA Claims.** Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiffs, on behalf of the State of California, and the Aggrieved Employees shall release the Releasees from all claims and rights to recover civil penalties, costs, expenses, attorneys' fees, declaratory relief, or accounting, against the Defendant for all claims under the PAGA during the PAGA Period that were or could have been pleaded based on the facts asserted in the Operative Complaint or in Plaintiff's original PAGA Notice and Amended PAGA Notice to the California Labor & Workforce Development Agency, including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available rest and/or meal periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; (7) failure to provide complaint cooldown breaks; (8) failure to maintain accurate records; (9) failure to provide employees with required notices; (10) failure to reimburse employees; and (11) improper deductions of wages for housing (collectively, "Released PAGA Claims"). The Parties agree that there shall be no right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the release of PAGA claims.

16. **Plaintiffs' Released Claims.** In addition to the Released Class Claims and Released PAGA Claims, in the event a Service Award is approved and awarded to Plaintiffs, Plaintiffs, upon the Effective Date and full funding of the Gross Settlement Amount, in consideration of the Service Award shall and hereby does release and discharge Defendant, finally, forever, from unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum, straight time, or overtime wages, premium pay, business

expenses, other damages and/or unpaid wages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief, and, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the claims released herein pursuant to Section 1542 of the California Civil Code, which provides as follows:

> 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.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

17. The Parties agree to the following procedures for obtaining preliminary approval of the Settlement, certifying the Class, and notifying the Class of this Settlement:

a. **Request for Class Certification and Preliminary Approval Order.** Plaintiffs shall file an unopposed motion for preliminary approval of the Settlement Agreement, requesting that the Court certify the Class pursuant to Cal. Civ. Code Proc. § 382 for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Plaintiffs' motion for final approval of the Settlement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administration Costs; and set a date for the Final Approval Hearing.

b. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Class Members. The Settlement Administrator will also create a website, or use a portion of its existing website, for the Settlement, which will allow Class Members to view the Settlement Notice (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant's Counsel with a preview of the proposed website. Class Counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free call center to field telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award and Individual PAGA Payment checks.

c. Within fourteen (14) days after the entry of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator and Class Counsel

the Class List, an electronic database containing the names, last known addresses, last known telephone numbers (if any), last known email addresses (if any), social security numbers or tax ID numbers of each Class Member and Aggrieved Employee, along with: (1) the total number of workweeks that each Class Member worked for Defendant in California during the Class Period; (2) the total number of pay periods that each Aggrieved Employee worked for Defendant in California during the PAGA Period.

d. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.

e. Within ten (10) business days after receiving the contact information for the Class Members and Aggrieved Employees, the Settlement Administrator shall mail and email (if email addresses are available) the agreed-upon and Court-approved Settlement Notice to Class Members and Aggrieved Employees. The Settlement Administrator shall provide notice to Class Counsel and Defendant's Counsel that the Settlement Notice has been mailed.

f. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and shall re-mail the Settlement Notice. In no circumstance shall such re-mailing extend the Notice Deadline.

g. Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report showing: (i) the names of Class Members and Aggrieved Employees; (ii) the Settlement Awards owed to each Class Member and Individual PAGA Payments owed to each Aggrieved Employee; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Settlement Notices. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Settlement Class Members and Aggrieved Employees, the average recovery per Class Member who does not request exclusion, the median recovery per Class Member who does not request exclusion, the largest and smallest amounts paid to Class Members who do not request exclusion, and the number and value of checks not cashed.

h. Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Defendant will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.

i. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

18. **Disputes Regarding Workweeks**. To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in the Class Member's Settlement Notice, such Class Members may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant. The deadline for Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline). Unless the Class Member presents convincing evidence proving they worked more workweeks than shown by Defendant's records, their Settlement Award will be determined based on Defendant's records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Class Member of the decision.

19. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Deadline, submit a written statement to the Settlement Administrator objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the objector or their representative, and must include the objector's full name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Class Members that objections shall only be considered if the Class Member has not opted out of the Settlement. The postmark date of mailing to Class Counsel and Defendant's Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark dates will control. Settlement Class Members may also appear at the Final Approval Hearing and present their objection orally regardless of whether they have submitted a written objection. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the Settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

20. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members, other than Plaintiffs, who wish to exclude themselves from the Settlement ("opt out") must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member's full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member or their representative. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement.

21. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Class

Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

22. **Final Approval Hearing.** Class Counsel will be responsible for drafting the unopposed motion for final approval of the Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administration Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defendant's Counsel a copy of a draft unopposed motion for final approval of the Settlement Agreement. Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

a. certifying this Action and Class as a class action Cal. Civ. Code Proc. § 382 for purposes of settlement only;

b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;

c. approving the Settlement as final and its terms as a fair, reasonable and adequate;

d. approving the PAGA Payment;

e. approving the payments of the Service Awards to Plaintiffs;

f. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;

g. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement; and

h. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

23. **Post Judgment Report.** At the conclusion of the 180-day check cashing period, and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Settlement Class Members and Aggrieved Employees, Class Counsel shall submit a post-judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

SETTLEMENT FUNDS AND AWARD CALCULATION

24. **Gross Settlement Amount.**

a. **Funding of Settlement.** As consideration for the releases set forth in this Settlement, Defendant shall pay the Gross Settlement Amount, along with the Employer Taxes, less the Prior Paid Amount, into the Settlement Administrator's interest-bearing Qualified Settlement Fund within thirty (30) days after entry of the Final Approval Order.

i. Only the Settlement Administrator shall have access to the Qualified Settlement Fund. Defendant shall not have access to the Gross Settlement Amount, or to any earned interest, once those funds are

deposited into the interest-bearing Qualified Settlement Fund. The Gross Settlement Amount is fully non-reversionary.

b. **Distribution of Settlement.** No later than five (5) business days of the full funding of the Gross Settlement Amount and Effective Date, the Settlement Administrator will distribute the Settlement Awards to Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, Fee Award and Class Counsel's Costs to Class Counsel, Service Awards to Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

c. **Escalator Clause.**

i. Defendant represents that there are no more than 50,269 workweeks from June 24, 2017 through October 6, 2025. In the event the number of workweeks during the Class Period increases by more than 10%, or 5,027 workweeks, then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 55,296 multiplied by the workweek value. The workweek value shall be calculated by dividing the Gross Settlement Amount by 50,269. The Parties agree that the workweek value amounts to $44.76 per workweek ($2,250,000/ 50,269 workweeks). Thus, for example, should there be 60,000 workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $210,551.04 (4,704 workweek x $44.76 /workweek).

Disbursement by Settlement Administrator. All disbursements shall be made from the Qualified Settlement Fund after the Court issues an order granting final approval of the Settlement. The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund.

25. **Payments.** Subject to the Court's Final Approval Order, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

a. **Service Awards to Plaintiffs.** Subject to the Court's approval, Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez shall each receive Ten Thousand Dollars ($10,000.00) (totaling $50,000 between all five named Plaintiffs) and their efforts in bringing and prosecuting this matter. The Qualified Settlement Fund shall issue an IRS Form 1099 for these payments. If the Court approves Service Awards in amounts less than what Plaintiffs request, the reduction in the Service Awards shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Awards in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective.

i. Execution by Deceased Plaintiff: Because Juan Carlos Moreno Lopez is now deceased, execution of the Settlement Agreement shall be either a

signature by an authorized individual of his estate or a dismissal of Juan Carlos Moreno Lopez as a class representative.

b. **Attorney Fee Awards and Costs.**

i. Subject to the Court's approval, Class Counsel shall receive a Fee Award in an amount up to one-third (1/3) of the Gross Settlement Amount subject to any increase pursuant to the Escalator Clause in Section 25.b. The Fee Award will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, and making sure that the Settlement is fairly administered and implemented.

ii. Subject to the Court's approval, Class Counsel shall also receive reimbursement of Class Counsels' Costs not to exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00).

iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the PAGA Payment in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) from the Gross Settlement Amount will be paid in settlement of all representative claims brought in the Action by or on behalf of Plaintiffs and the Aggrieved Employees under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%), or One Hundred Twelve Thousand Five Hundred Dollars ($112,500.00), of this sum will be paid to the LWDA (i.e., the LWDA Payment) and Twenty-Five Percent (25%), or Thirty-Seven Thousand Five Hundred Dollars ($37,500.00), will be allocated to the Aggrieved Employees (i.e., the Individual PAGA Payments).

d. **Settlement Administration Costs.** Settlement Administration Costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

e. **Settlement Awards to Settlement Class Members.**

i. Any Settlement Award check that is returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail.

26. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Plaintiffs, Defendant, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

27. **Settlement Award Eligibility.** All Settlement Class Members and Aggrieved Employees shall be paid a Settlement Award from the Net Settlement Amount and/or from the PAGA Payment, respectively.

28. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting final approval, and any judgment the Court ultimately enters in the Action. Any such Settlement Class Member's rights to pursue any of the Released Class Claims (as defined in this Settlement Agreement) will be extinguished.

29. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Settlement Class Member and the Individual PAGA Payment to each Aggrieved Employee based on the below formulas:

a. Settlement Class Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:

i. When calculating the individual Settlement Awards to Settlement Class Members following final approval (for purposes of preparing Settlement Award checks), the Settlement Administrator will not include Class Members who validly request exclusion from the Settlement.

ii. The Net Settlement Amount will be divided by the total number of workweeks worked by the Settlement Class Members as hourly paid, non-exempt employees for Defendant during the Class Period multiplied by the number of individual workweeks worked by the Settlement Class Member.

b. Aggrieved Employees shall also receive a *pro rata* portion of 25% of the PAGA Payment. Class Members who validly request exclusion but are also Aggrieved Employees from the Settlement will receive a *pro rata* portion of 25% of the PAGA Payment. These payments shall be made as follows:

i. The 25% portion of the PAGA Payment will be divided by the total number of pay periods worked by the Aggrieved Employees as hourly paid, non-exempt employees for Defendant during the PAGA Period and multiplied by the individual pay periods worked by the Aggrieved Employee.

30. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the Class Member is expected to receive assuming full participation of all Settlement Class Members.

31. All Settlement Award determinations shall be based on Defendant's timekeeping, payroll, and/or other records. For purposes of Section 29, a partial workweek or pay period during which the start date or end date of the Class Period or PAGA Period falls shall count as one workweek or one pay period, respectively. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

32. **Settlement Award Allocations.** Twenty percent (20%) of each Settlement Award shall be allocated as wages, eighty percent (80%) of each Settlement Award shall be allocated as interest and penalties. Settlement Awards will be paid out to Settlement Class Members subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Settlement Awards, for which Settlement Class Members shall be issued an IRS Form W-2. Settlement Class Members will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties, and interest. Defendant shall pay the employer's share of all required FICA and FUTA taxes on the wage portions of the Settlement Awards. The Settlement Administrator shall calculate the employer's share of taxes and provide Defendant with the total employer tax contributions within the time limits prescribed by Sections 25.a.i-ii. Defendant shall deposit the calculated employer tax contributions into the Qualified Settlement Fund pursuant to Section 25.a.i-ii. Amounts withheld will be remitted by the Settlement Administrator from the Qualified Settlement Fund to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported by the Settlement Administrator on Form 1099 (if applicable).

33. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member or Aggrieved Employee. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

34. All Settlement Award and Individual PAGA Payment checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time.

a. At the conclusion of the 180 day check cashing deadline, Settlement Class Members who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Released Class Claims and Aggrieved Employees who have not cashed their Individual PAGA Payment checks shall nevertheless be deemed to have finally and forever released the Released PAGA Claims, as applicable.

35. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed as follows, subject to the Court's approval:

a. Funds represented by Settlement Award and/or Individual PAGA Payment checks that are returned as undeliverable and remaining uncashed for more than one hundred eighty (180) days after issuances will be tendered to the Unclaimed Property Division, in the name of the Settlement Class Member and/or Aggrieved Employee until such time as they claim their property, as allowed by law. In the event that the Court requires that the residue revert to a *cy pres* recipient, such recipient must be approved by the Court. The Settlement Administrator shall tender any remaining funds to the State of California Controller's Office, Unclaimed Property Fund, in the name of the Settlement Class Member, or shall distribute any *cy pres* payment pursuant to the Court's order.

MISCELLANEOUS

36. **Submissions to the LWDA.** At the same time as they submit this Settlement Agreement to the Court for preliminary approval, or prior to, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(*l*)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(*l*)(3).

37. **No Admission of Liability.** This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendant or any of the Releasees of any fault or liability or wrongdoing.

38. **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

39. **Nullification of the Settlement Agreement.** The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement, to use their best efforts to finalize the Settlement, and to use all other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement. In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

40. **Defendant's Option to Void Settlement.** If more than ten percent (10%) of the total number of Class Members submit timely and valid Requests for Exclusion / Opt-Out Requests, then Defendant shall have the option to void the Settlement in their sole discretion. To exercise this option, Defendant must send written notification to Class Counsel within fourteen (14) days of receiving a report from the Settlement Administrator informing Defendant's Counsel that the total number of timely and valid Requests for Exclusion / Opt-Out Requests is more than

ten percent (10%). If Defendant chooses to exercise this option, the effect will be precisely the same as if Final Judgment did not occur, as discussed herein, and all of the costs incurred by the Settlement Administrator through that date will be paid by Defendant.

41. **Confidentiality.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that 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, which may include publicizing for explanation and assistance purposes the Settlement at legal aid agencies likely to be consulted by the Class Members in order to maximize class participation and publicizing for notice and educational purposes the Settlement in periodicals and/or radio stations in order to maximize class participation. Other than as specifically set forth above, 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 this case until after final approval. Class Counsel will not utilize this Settlement in any marketing or advertising materials or website until after final approval. This does not prohibit Class Counsel from speaking to or responding to inquiries from Class Members.

42. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing the Settlement Agreement's terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

43. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by Cal. Civ. Code Proc. §§ 12, 12a), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

44. **Unconditional Extension to the 5-Year Rule.** The Parties stipulate to an unconditional extension of the 5-Year Rule under Cal. Civ. Code Proc. § 583.310 through final approval of the Settlement.

45. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

46. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

47. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous

negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Defendant maintains that the Parties do not intend for this Agreement to impact the validity or enforceability of the Settlement and Release Agreements signed by the Released Employees. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

48. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Monique Ngo-Bonnici, to resolve such disagreement.

49. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Plaintiffs, Defendant, the Settlement Class Members and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

50. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

51. **No Signature Required by Settlement Class Members.** Only the Plaintiffs will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

52. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

53. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

54. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and

judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: Ramon Huerta — Date: 04/13/2026, 2026
Ramon Huerta

PLAINTIFF: Antonio Di — Date: 04/13/2026, 2026
Antonio Diaz

PLAINTIFF: Feliciano Bernabe Barrios — Date: 04/13/2026, 2026
Feliciano Bernabe Barrios

PLAINTIFF: _____ — Date: _____, 2026
Juan Moreno Lopez

PLAINTIFF: Norberto Huerta-Martinez — Date: 04/14/2026, 2026
Norberto Huerta-Martinez

APPROVED AS TO FORM BY CLASS COUNSEL:

David Bibiyan — Date: 04/14/2026, 2026

David D. Bibiyan
Rafael Yedoyan
Vedang J. Patel
BIBIYAN LAW GROUP, PC
1460 Westwood Boulevard
Los Angeles, California 90024

Jasmine Y. Kianfard — Date: April 14, 2026

Sage Stone
Zach Gershman
Alexandra Rose
Jasmine Y. Kianfard
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, CA 90211

DEFENDANT: _____ Date: May 13, 2026

Kanwarjit Batth
On behalf of Batth Farms, Inc.

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

_____ Date: May 13, 2026

Howard A. Sagaser
Nicholas J. Solaegui
SAGASER, WATKINS & WIELAND PC
5260 N. Palm Avenue, Suite 400
Fresno, California 93704

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Ramon Huerta, et al. v. Batth Farms, Inc.
Superior Court of California for the County of Fresno, Case No. 21CECG01833

PLEASE READ THIS SETTLEMENT NOTICE CAREFULLY.

You have received this Settlement Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement award.

This Settlement Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez (collectively, "Plaintiffs") and Defendant Batth Farms, Inc. ("Defendant" or "Batth Farms") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Ramon Huerta, et al. v. Batth Farms, Inc.,* Fresno County Superior Court, Case Number 21CECG01833 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, including the Released Employees.

"**Released Employees**" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the Class Period, who also signed an individual "Settlement and Release Agreement" with Defendant between May 1, 2025 and January 31, 2026.

"**Class Period**" means the period from June 24, 2017 through December 31, 2025.

"**Aggrieved Employee(s)**" means all current and former hourly, non-exempt employees who worked for Defendant in California any time during the PAGA Period.

"**PAGA Period**" means the period from April 20, 2020 through December 31, 2025.

II. BACKGROUND OF THE ACTION

On October 7, 2020, Plaintiff Ramon Huerta ("Plaintiff Huerta") provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Notice"). On June 24, 2021, Plaintiff Huerta commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On March 14, 2023, Plaintiffs filed a First Amended Class and Representative Action Complaint in the Action. On July 23, 2025, Plaintiffs provided an amended written notice to the LWDA pursuant to California Labor Code Section 2699.3 of the additional claims of the California Labor Code alleged to have been violated by Defendant ("Amended PAGA Notice"). On _____, 2026, Plaintiffs filed a Second Amended Class and Representative Complaint ("Operative Complaint").

The Operative Complaint alleges causes of action for violations of the California Labor Code for failure to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, reimburse business expenses, and maintain records, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys'

fees and costs.

Batth Farms adamantly denies that it has done anything wrong. Batth Farms also denies that they owe Class Members or alleged Aggrieved Employees any wages, restitution, penalties, damages, or other amounts. Accordingly, the class and representative settlement is a compromise of disputed claims and should not be considered an admission of liability on the part of Defendant, by whom all liability is expressly denied.

The Class Representatives and Class Counsel support the class and representative settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of the Court not allowing the case to proceed as a class action, the risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

The Court has not ruled on Plaintiffs' claims. In granting preliminary approval of the class and representative settlement, the Court has determined only that there is sufficient evidence to suggest that the settlement might be fair, adequate, and reasonable. A final determination on whether the settlement is fair, adequate, and reasonable will be made at the final approval hearing (see below for hearing details).

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Settlement Agreement and Release ("Settlement" or "Settlement Agreement").

Your decision about whether to participate in the settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse action against or otherwise, target, retaliate, or discriminate against any Class Member because of their decision to either participate or not participate in the settlement.

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Ramon Huerta, Antonio Diaz, Feliciano Bernabe Barrios, Juan Carlos Moreno Lopez, and Norberto Huerta-Martinez as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Sage Stone
Zach Gershman
Alexandra Rose
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

David D. Bibiyan
Rafael Yedoyan
Vedang J. Patel
Bibiyan Law Group, PC
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555 / Fax: (310) 300-1705

If you are a Class Member, you need not take any action to receive a Settlement Award, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive a Settlement Award), object to the Class Settlement, and/or dispute the workweeks and/or pay periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or

will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Two Hundred Fifty Thousand Dollars and Zero Cents ($2,250,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less One Hundred Thousand Dollars and Zero Cents ($100,000.00) in settlement payments that were already made to Class Members via the *Pick Up Stix* releases obtained by Defendant ("Prior Paid Amount") and the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $750,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00) to Class Counsel; (2) Service Awards in amounts not to exceed Ten Thousand Dollars and Zero Cents to each of the Plaintiffs (total, $50,000.00) for their services in the Action; (3) the amount of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Payment"), of which the LWDA will be paid 75% ($112,500.00) ("LWDA Payment") and the remaining 25% ($37,500.00) will be distributed to Aggrieved Employees; and (4) Settlement Administration Costs in an amount not to exceed Eleven Thousand Dollars and Zero Cents ($11,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Settlement Award") based on their total number of workweeks worked for Defendant as hourly, non-exempt employees during the Class Period. The Settlement Administrator has divided the Net Settlement Amount by the workweeks of all Class Members and multiplied the result by each Class Member's individual workweeks to yield an estimated Settlement Award that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not opt-out of the Settlement ("Settlement Class Members") will be issued their final Settlement Award.

Each Settlement Award will be allocated twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties and interest, which will be reported on an IRS Form 1099 (if applicable). Each Settlement Award will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Settlement Awards resulting in a net payment to the Settlement Class Member. The employer's share of taxes and contributions in connection with the wages portion of Settlement Awards will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Payment ("Individual PAGA Payment") based on their total number of pay periods worked for Defendant as hourly, non-exempt employees during the PAGA Period. The Settlement Administrator had divided the 25% of the PAGA Payment by the pay periods of all Aggrieved Employees and multiplied the result by each Aggrieved Employee's individual pay periods to yield each Aggrieved Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Settlement Awards will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Settlement Notice was mailed is not correct, or if you move after you receive this Settlement Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From June 24, 2017 through December 31, 2025 (i.e., the Class Period), you are credited as having worked [_____] Workweeks.**
- **From April 20, 2020 through December 31, 2025 (i.e., the PAGA Period), you are credited as having worked [_____] Pay Periods.**

If you wish to dispute the workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Ramon Huerta, et al. v. Batth Farms, Inc.*, Case Number 21CECG01833); (b) contain your full name, signature, address, telephone number, email address (if applicable), and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Notice Deadline]**.

C. Your Estimated Settlement Award and Individual PAGA Payment (if applicable)

As explained above, your estimated Settlement Award and Individual PAGA Payment (if applicable) is based on the number of workweeks and pay periods (if applicable) credited to you.

Under the terms of the Settlement, your Settlement Award is estimated to be $_____. The Settlement Award is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Settlement Award and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $_____ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Settlement Award and Individual PAGA Payment (if applicable) reflected in this Settlement Notice is only an estimate. Your actual Settlement Award and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by the Settlement Agreement, Plaintiffs and all Settlement Class Members shall and hereby do release and discharge all Releasees, finally and forever of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount and except as to such rights or claims as may be created by the Settlement Agreement, Plaintiffs, on behalf of the State of California, and the Aggrieved Employees, shall release the Releases of all Released PAGA Claims.

"Released Class Claims" means the claims during the Class Period pleaded in the Operative Complaint (including, but not limited to: claims for violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, and 1198, Business and Professions Code § 17200 *et seq*., and claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were or could have been pleaded based on the facts asserted in the Operative Complaint, including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available rest and/or meal periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; (7) failure to provide complaint cooldown breaks; (8) failure to maintain accurate records; (9) failure to provide employees with required notices; (10) failure to reimburse employees; (11) improper deductions of wages for housing; and (11) unlawful business practices. The enumeration of these specific statutes and theories shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Operative Complaint or could have been asserted in the Operative Complaint based on the facts and theories alleged in the Operative Complaint.

"Released PAGA Claims" means all claims and rights to recover civil penalties, costs, expenses, attorneys' fees, declaratory relief, or accounting, against the Defendant for all claims under the PAGA during the PAGA Period that were or could have been pleaded based on the facts asserted in the Operative Complaint or in the original PAGA Notice and Amended

PAGA Notice to the California Labor & Workforce Development Agency including: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available rest and/or meal periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; (7) failure to provide complaint cooldown breaks; (8) failure to maintain accurate records; (9) failure to provide employees with required notices; (10) failure to reimburse employees; and (11) improper deductions of wages for housing.

"Releasees" means Defendant Batth Farms, Inc. and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its or their respective shareholders, officers, directors, supervisors, managers, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Class Claims and/or Released PAGA Claims.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $750,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00), subject to approval by the Court. The attorneys' fees and costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Awards to Plaintiffs

Plaintiffs will seek the amounts of Ten Thousand Dollars and Zero Cents each ("Service Award(s)) (total, $50,000.00), in recognition of their services in connection with the Action. The Service Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Settlement Awards and Individual PAGA Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars and Zero Cents ($11,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing requests for exclusion, written objections, and workweeks disputes, calculating Settlement Awards and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Settlement Award unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Releasees as described in Section III.D above.

If you are an Aggrieved Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Releasees as described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A request for exclusion must: (a) contain the case name and number of the Action (*Ramon Huerta, et al. v. Batth Farms, Inc.*, Case Number 21CECG01833); (b) contain your full name, signature, address, telephone number, email address (if applicable), and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Notice Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion will not be issued a Settlement Award, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid request for exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a request for exclusion by submitting a written objection to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Ramon Huerta, et al. v. Batth Farms, Inc.*, Case Number 21CECG01833); (b) contain your full name, signature, address, telephone number, email address (if applicable), and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Notice Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 501 of the Fresno County Superior Court, located at B.F. Sisk Courthouse located at 1130 O Street, Fresno, California 93721, on [**date**], at [**time**], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the attorneys' fees and costs to Class Counsel, Service Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting the Fresno County Superior Court website at https://www.fresno.courts.ca.gov/, navigating to Online Services, then Case Information, then Access Case Information, and entering the Case Number 21CECG01833.

You may also visit the Settlement Administrator's website at _____ for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION

REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.