

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Samuel Barrientos Ruiz (“Plaintiff”), on behalf of himself, the Class Members and the Aggrieved Employees, and Defendant Robinson Calf Ranch, erroneously sued as Robinson Calf Ranch, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

The Parties enter into this Agreement to effect a full and final settlement and dismissal of all claims brought against Defendant in *Samuel Barrientos Ruiz vs. Robinson Calf Ranch, LLC*, Superior Court of the State of California for the County of Kern, Case No. BCV-23-100947, consolidated for all purposes with Case No. BCV-23-103302.

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s class and representative action lawsuit alleging wage and hour violations against Defendant and also seeking penalties pursuant the Private Attorneys General Act (“PAGA”) against Defendant captioned *Samuel Barrientos Ruiz, et al. v. Robinson Calf Ranch, LLC, et al.*, initiated on March 27, 2023 and pending in Superior Court of the State of California, County of Kern, Case No. BCV-23-100947, consolidated with *Samuel Barrientos Ruiz, et al. v. Robinson Calf Ranch, LLC, et al.*, filed on October 3, 2023, in the Superior Court of the State of California, County of Kern, and assigned Case No. BCV-23-103302.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement, subject to Court approval.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse all of its reasonable costs, fees and expenses incurred by the Administrator as a result of the procedures and processes required by this Agreement, which are not to exceed \$25,000.00 (Twenty Five Thousand Dollars), in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all individuals who worked for any Defendant as hourly, nonexempt employees in California at any time during the PAGA Period.
- 1.5. “Agreement,” “Settlement” and “Settlement Agreement” mean this Class Action and PAGA Settlement Agreement.
- 1.6. “Class” and/or “Class Members” means Plaintiff and all individuals who are or were employed by Defendant Robinson Calf Ranch, erroneously sued as Robinson Calf Ranch, LLC, as hourly, nonexempt employees in California at any time during the Class Period.
- 1.7. “Class Counsel” means Otkupman Law Firm, A Law Corporation.

- 1.8. “Class Counsel Fees Payment” means such award of reasonable attorneys’ fees as the Court may authorize to be paid to Class Counsel from the Gross Settlement Amount for the services they have rendered and will render to the Class Representative and the Class in this Action. The Class Counsel Fees Payment will not exceed 35% of the Gross Settlement Amount or \$105,000.00 (One Hundred Five Thousand Dollars), subject to Court approval.
- 1.9. “Class Counsel Litigation Expenses Payment” means such award of the amounts allocated to Class Counsel for reimbursement of litigation expenses incurred to prosecute the Action, which shall be paid from the Gross Settlement Amount and shall not exceed \$20,000.00 (Twenty Thousand Dollars), subject to Court approval.
- 1.10. “Class Data” means Class Members’ identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.11. “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.
- 1.12. “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, in a form substantially similar to the form attached hereto as Exhibit A.
- 1.13. “Class Period” means the period from March 27, 2019 through and including the date of preliminary approval of this Settlement.
- 1.14. “Class Representative” means Plaintiff Samuel Barrientos Ruiz.
- 1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, which shall be paid from the Gross Settlement Amount and shall not exceed \$15,000.00 (Fifteen Thousand Dollars), subject to Court approval.
- 1.16. “Court” means the Superior Court of California, County of Kern.
- 1.17. “Defendant” means named Defendant Robinson Calf Ranch erroneously sued as Robinson Calf Ranch, LLC.
- 1.18. “Defense Counsel” means T. Scott Belden and Chelsea K. Lewis of Belden Blaine Raytis, LLP.
- 1.19. “Effective Date” shall mean the date upon when both of the following have occurred: (a) the Court enters its Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment is final. The Final Approval Order and

Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member timely objects to the Settlement, or if timely objections have been filed and are then withdrawn, then the day the Court enters the Final Approval Order and Judgment; (b) if one or more Participating Class Members objects to the Settlement, then the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment; or if a timely appeal from the Final Approval Order and Judgment is filed, then the day after the date on which the appeal is finally resolved with the Court's grant of Final Approval unaffected by the appellate court affirming the Final Approval Order and Judgment and issuing a remittitur.

- 1.20. "Final Approval" means the Court's order granting final approval of the Settlement in the Action.
- 1.21. "Final Approval Hearing(s)" means the Court's hearing(s) on the Motion for Final Approval of the Settlement in the Action.
- 1.22. "Final Approval Order and Judgment" means the judgment(s) and order entered by the Court upon Granting Final Approval of the Settlement in the Action, which will be a judgment for purposes of California Rules of Court, Rule 3.771(a) and constitute approval pursuant to California Rules of Court, Rule 3.769(a).
- 1.23. "Gross Settlement Amount" means the maximum amount of \$300,000.00 (Three Hundred Thousand Dollars) to be paid by Defendant in full and complete settlement of the Action. The Gross Settlement Amount will be the maximum total amount that Defendant will be required to pay for any and all purposes under the Settlement, with the sole exception being Defendant's share of applicable employer-side payroll taxes owed on the Wage Portion of any of the Individual Class Payments. The Gross Settlement Amount shall include all payments contemplated by this Agreement including, but not limited to, all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment, PAGA Penalties, and all other amounts with the sole exception being Defendant's share of separately applicable employer-side payroll taxes owed on the Wage Portion of any of the Individual Class Payments.
- 1.24. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks worked during the Class Period, as further detailed in Sections 3 and 4 below, less any Employee's Taxes and Required Withholdings. For tax purposes, the Parties agree to allocate such Individual Class Payments as follows: 10% to wages for which an IRS Form W-2 shall issue, and 90% to penalties and interest for which an IRS Form 1099 shall issue.
- 1.25. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of the 25% of the PAGA Penalties that shall be paid from the Gross Settlement Amount,

calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 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, which shall be paid to the LWDA from the Gross Settlement Amount, under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less all of the following payments in the amounts approved by the Court: All Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Penalties, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members.
- 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, as detailed in Section 7.3 below.
- 1.30. “PAGA Pay Period” means any Pay Period during the PAGA Period during which an Aggrieved Employee worked for Defendant as a non-exempt employee in the State of California for at least one day.
- 1.31. “PAGA Period” means the period from October 3, 2022 through the date of preliminary approval of this Settlement.
- 1.32. “PAGA” means the California Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s December 20, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Penalties” means the total amount of \$25,000.00 (Twenty Five Thousand Dollars), which the Parties have agreed to allocate for PAGA civil penalties pursuant to the PAGA claims included in the Action, subject to Court approval, and which shall be paid from the Gross Settlement Amount, and allocated and distributed as follows: 25% of the PAGA Penalties to the Aggrieved Employees and the 75% of the PAGA Penalties to the LWDA in settlement of the PAGA claims. If the PAGA Penalties are approved by the Court, Aggrieved Employees will receive payment from the Aggrieved Employees portion of the PAGA Penalties regardless of their decision to be a Participating Class Member or not. Class Counsel shall give timely notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699, subdivision (1)(2).

- 1.35. "Participating Class Member" means all Class Members who do not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiff" means Samuel Barrientos Ruiz, the named plaintiff in the Action.
- 1.37. "Preliminary Approval" means the date the Court enters an Order Granting Preliminary Approval of the Settlement in the Action.
- 1.38. "Preliminary Approval Order" means the order(s) granting preliminary approval of the Settlement entered by the Court in the Action.
- 1.39. "Released Class Claims" means all claims actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, penalties, and legal theories of relief or liability of whatever nature, known or unknown, that were alleged in the Action or Plaintiff's operative Complaint filed in the Action or that could have been alleged or pled in the Action or Plaintiff's operative Complaint, based upon the allegations, facts, legal theories, or causes of action alleged in the Action, including, but not limited to, claims for relief for (1) failure to pay overtime wages, (2) failure provide meal periods and/or pay associated premium pay, (3) failure to provide rest breaks and/or pay associated premium pay, (4) failure to pay all wages, (5) failure to timely pay final wages (waiting time penalties), (6) failure to timely pay wages during employment, (7) failure to provide accurate wage statements, (8) failure to indemnify and reimburse business expenses, (9) failure to maintain requisite payroll records, (10) violation of California's Unfair Competition Law, Business and Professions Code §§ 17200, et seq.; (11) failure to provide place of employment that is safe and healthful in violation of Labor Code §§ 4400, 6401, 6403, 6404, 6407, 8 C.C.R. 3202; (12) any and all other claims, rights, demands, liabilities, penalties, and causes of action or related claims under the California Labor Code, Business and Professions Code, and/or IWC Wage Orders that have or could have been alleged in the Action; and (13) any and all other claims rights, demands, liabilities, penalties, causes of action, or related claims for attorneys' fees, costs, expenses, and/or interest with respect hereto or resulting from the foregoing including, but not limited to all claims under California Labor Code §§ 201-204, 226, 226.7, 227.3, 246, 510, 512, 558.1, 1194, 1197, 1197.1, 17200, et al, and 2802, et.al, and the applicable wage orders and code of regulations (collectively, the "Released Class Claims").
- 1.40. "Released PAGA Claims" means all claims pursuant to or under the Private Attorneys General Act (codified in Labor Code Sections 2698, *et seq.*) that were or could have been alleged in the Action based upon the allegations, facts, legal theories or causes of action alleged in the Action, including, but not limited to, claims for relief for: (1) failure to pay overtime wages, (2) failure provide meal periods and/or pay associated premium pay, (3) failure to provide rest breaks and/or pay associated premium pay, (4) failure to pay all wages, (5) failure to timely pay final wages (waiting time penalties), (6) failure to timely pay wages during employment, (7) failure to provide accurate wage statements, (8) failure to indemnify and reimburse business expenses, (9) failure to maintain requisite

payroll records, (10) failure to provide place of employment that is safe and healthful in violation of Labor Code §§ 6400, 6401, 6403, 6404, 6407, 8 C.C.R. 3202; and (11) any and all other claims rights, demands, liabilities, penalties, causes of action, or related claims for attorneys' fees, costs, expenses, and/or interest with respect hereto or resulting from the foregoing.

- 1.41. "Released Parties" means: Defendant and each of its former, present and future, direct and indirect, owners, parents, affiliates, divisions, joint venturers, and subsidiaries, including but not limited to Robinson Calf Ranch, LLC, and all of their current, former and future, direct and indirect, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, representatives, investors, administrators, predecessors, successors, assigns, accountants, insurers, reinsurers, management companies, legal representatives, and other related entities.
- 1.42. "Request for Exclusion" means a Class Member's valid and timely submission of a written request to be excluded from the Settlement signed by the Class Member.
- 1.43. "Response Deadline" means sixty (60) calendar 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, (b) mail his or her Workweek disputes or PAGA Pay Period disputes; or (c) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. The Response Deadline may also be extended by express written agreement between Class Counsel and Defense Counsel. Under no circumstances, however, will the Administrator have the authority to unilaterally extend the Response Deadline. To be valid, any Request for Exclusion and any Objection to the Settlement must be timely postmarked by the Response Deadline.
- 1.44. "Workweek" means any calendar week (i.e. a week beginning on a Sunday and ending on Saturday) during which a Class Member worked for Defendant as a non-exempt employee in the State of California for at least one day, during the Class Period.

2. **RECITALS.**

- 2.1. On March 27, 2023, Plaintiff filed a class action Complaint alleging causes of action against Defendant for (1) failure to provide meal periods in violation of Labor Code sections 226.7, 512, and 558; (2) failure to provide rest periods in violation of Labor Code sections 226.7, 512, and 558; (3) failure to pay all wages in violation of Labor Code sections 510, 1194, and 1194.2; (4) knowing and intentional failure to comply with itemized employee wage statement provisions in violation of Labor Code section 226(a), (e); (5) failure to timely pay wages due at termination in violation of Labor Code sections 201 – 203; (6) failure to timely pay employees in violation of Labor Code section 204(a), (b); (7) failure to reimburse

for business expenses in violation of Labor Code section 2802; (8) violation of Labor Code section 432.5; (9) violation of Labor Code sections 212(a)(2) and 213; (10) failure to pay for all hours worked, including overtime hours worked in violation of Labor Code section 210, 218, 222; (11) failure to provide place of employment that is safe and healthful in violation of Labor Code sections 6400, 6401, 6403, 6404, 6407, 8 CCR 3202; and 12) violation of Business and Professions Code section 17200. On October 3, 2023, Plaintiff filed a PAGA Complaint against Defendant adding one cause of action for penalties pursuant to Labor Code section 2699(f) (the Private Attorneys General Act or “PAGA”) for violations of Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201 – 203, 204(a), (b), 2802, 432.5, 212(a)(2), 213, 210, 218, 6400, 6401, 6403, 6404, and 6407 (the “Action”).

- 2.2. Defendant denies all of the allegations and claims alleged in the Action, denies that Defendant failed to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged. Defendant has repeatedly asserted and continues to assert defenses thereto, and Defendant has expressly denied and continues to deny any wrongdoing or liability of any kind associated with the claims alleged by Plaintiff and/or arising out of any of the facts or conduct alleged in the Action and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it has complied with all California, Federal, Local, and administrative wage and hour laws including, but not limited to, the California Labor Code and Industrial Wage Commission Orders, and has at all times dealt legally and fairly with Plaintiff and the Class Members. Defendant also has denied and continues to deny, inter alia, the allegations that Plaintiff has suffered damage; that Defendant improperly failed to pay wages, including overtime and failed to provide meal and rest periods in accordance with California law; that Defendant engaged in any unlawful, unfair or fraudulent business practices; that Defendant engaged in any wrongful conduct as alleged in the Action; or that Plaintiff was harmed by the conduct alleged in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.
- 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On August 27, 2024, the Parties participated in an all-day mediation presided over by Kelly Knight which led to this Agreement to settle the Action. The Settlement is the product of arm’s-length negotiations by highly skilled and well-informed counsel.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, statistical data, including records of Defendant’s employees, which consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the

relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of workweeks and pay periods in the class, the total number of class members and aggrieved employees, and the average rate of pay for class members each year in question. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

- 2.6. The Court has not granted class certification. The Parties engaged in private mediation prior to class certification, and by way of a Motion for Preliminary Approval, will request provisional certification of the Class.
- 2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.8. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Without admitting any liability whatsoever and subject to the terms and conditions of this Agreement and in consideration for settlement of the Action and the releases of claims as set forth in this Agreement, including the Released Class Claims and Released PAGA Claims, Defendant promises to pay \$300,000.00 and no more as the Gross Settlement Amount, which is the total and maximum amount that Defendant will be required to pay for any and all purposes under the Settlement, with the sole exception being that Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has already made payments amounting to \$48,000.00. Thus, Defendant must pay an additional \$252,000 to fund this Settlement. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.3 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 Defendant.
- 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 Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The amount of the Class Representative Service Payment is not a material term of this Agreement and if the Court approves a Class Representative Service Payment less than the amount requested, it shall not result in the Agreement being void. The Administrator will pay the Class Representative Service Payment from the Gross Settlement Amount, using IRS Form 1099. Plaintiff assumes full responsibility and liability and shall be solely and legally responsible for the payment of all federal, state, and local taxes and other taxes that apply or may apply to the Class Representative Service Payment, and shall hold Defendant harmless from any and all claims or liability for taxes, penalties, or interest with regard thereto.
- 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 \$105,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The amount of the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment is not a material term of this Agreement and if the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amount requested, it shall not result in the Agreement being void. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment from the Gross Settlement Amount, using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability and shall be solely and legally responsible for the payment of all taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

- 3.2.3. To the Administrator: An Administrator Expenses Payment shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount, not to exceed \$25,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$25,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: Individual Class Payments shall be paid from the Net Settlement Amount to Participating Class Members and shall be paid pursuant to the formula set forth herein. An Individual Class Payment shall be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked 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. The Parties agree that 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 remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are subject to all authorized and required withholdings, except they will not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability and shall be responsible for any employee taxes and required withholdings owed on their Individual Class Payment and shall hold Defendant harmless from any and all liability with regard thereto.
- 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 \$25,000.00 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% 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 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA

Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability and shall be responsible for any taxes owed on their Individual PAGA Payment and shall hold Defendant harmless from any and all liability with regard thereto.

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 amount of the PAGA Penalties awarded by the Court is not a material term of this Agreement and if the Court approves an amount for PAGA Penalties less than the amount requested, or requests that the Parties allocate a greater amount of the Gross Settlement Amount toward the PAGA Penalties, it shall not result in the Agreement being void. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.6. Tax Treatment and Payment. Prior to final distribution of the Individual Class Payments, the Administrator shall calculate the total of each Participating Class Member's Employee's Taxes and Required Withholding due as a result of the Wage Portion of the Participating Class Members' anticipated Individual Class Payments and such actual amount will be deducted from the Net Settlement Amount. Additionally, prior to the funding of the Gross Settlement Amount and final distribution, the Administrator shall calculate the total amount of Defendant's share of Employer's Taxes due on the Wage Portion of the Participating Class Members' Individual Class Payments and shall issue instructions to Defendant to separately fund Defendant's share of Employer's Taxes. The Parties understand and agree that Plaintiff and the Participating Class Members who receive any payment pursuant to this Settlement Agreement shall be solely responsible for all other individual tax obligations. The Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Employees and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government agency.

3.2.7. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and the Class Members are not relying on any statement or representation by the Parties in this regard. Plaintiff and the Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on any and all payments issued to them under the Settlement, as described herein, and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of such payments.

3.2.8.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records as of August 27, 2024, Defendant estimates there are 350 Class Members who worked a total of 25,000 Workweeks during the Class Period and 135 Aggrieved Employees who worked a total of 7,705 Pay Periods during the PAGA Period.
- 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement in this Action, Defendant 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. Defendant has a continuing duty to immediately notify Class Counsel to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant 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.
- 4.3. Funding of Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount along with all employer payroll taxes with the Settlement Administrator no later than 14 calendar days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds 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 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may

send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member or Aggrieved Employee prior to the void date.
- 4.4.3. For any Participating Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the unclaimed amounts to the *cypres* selected by the Parties, the St. Vincent de Paul Society Homeless Shelter in Bakersfield, California, subject to Court approval. Class Members who do not timely cash their Individual Class Payments and/or Individual PAGA Payments and whose checks are cancelled shall nevertheless be bound by all of the terms of the Settlement, including without limitation, the applicable releases set forth herein.
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. It is expressly understood and agreed that the receipt of any Individual Class Payment and/or Individual PAGA Payment will not entitle any Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual Class Payments and the Individual PAGA Payments provided for in this Settlement are the sole payments to be made by Defendant to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received an Individual Class Payment and/or Individual PAGA Payment (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and in consideration for the consideration set forth in this Agreement, Plaintiff, Participating Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's General Release. As a condition of the Settlement and in exchange for the consideration set forth in this Agreement, upon the Effective Date, Plaintiff, on behalf of himself and his respective former and present spouses, dependents, beneficiaries, devisees, legatees, executors, trustees, conservators, guardians, representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity, shall and does hereby separately waive, release, acquit and forever release and discharge and agree to hold harmless Defendant Robinson Calf Ranch and all the other Released Parties from all the Released Class Claims, all the Released PAGA Claims, and any and all claims, transactions, occurrences, charges, complaints, claims, causes of action, demands, disputes, damages, business expenses, attorneys' fees, costs, losses, liabilities, obligations, promises, agreements, controversies, suits, rights, grievances, setoffs, guarantees, indemnities, counterclaims, penalties, costs, losses, debts and expenses, and controversies of any kind or nature whatsoever, whether known or unknown, whether suspected or unsuspected, whether asserted or unasserted, whether at law or in equity, whether sounding in tort, contract, federal, state or local law, statute, ordinance, regulation, common law, or other source of law or contract, which Plaintiff, at any time, had, claimed to have, may now have, or may have after the signing of this Agreement (collectively, the "Claims or Causes of Action") arising out of, or in any way relating to, or resulting from or connected with Plaintiff's employment with Defendant or any of the other Released Parties, separation of such employment with Defendant or any of the other Released Parties, or otherwise relating to, any or all of the Released Parties including, but not limited to, the Released Class Claims, the Released PAGA Claims, claims that were asserted or that could have been asserted in the Action, any and all transactions, occurrences, and/or matters between Plaintiff and any or all of the Released Parties occurring prior to the Effective Date of this Settlement Agreement, tort claims, contract claims, claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including, without limitation, waiting time penalties and wage statement penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, equitable relief, declaratory relief, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, breach of contract claims, breach of implied contract claims, and any and all claims arising under any federal, state, or local law, or other governmental statute, law, regulation or ordinance, including, but in no way limited to, any and all claims under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave Act

("FMLA") to the extent not prohibited by law; the Employee Retirement Income Security Act ("ERISA"); the California Family Rights Act ("CFRA") to the extent not prohibited by law; the California Fair Employment and Housing Act ("FEHA"); the Age Discrimination in Employment Act and/or the Older Workers Benefit Protection Act; the Fair Labor Standards Act ("FLSA"); the Equal Pay Act; the California Whistleblower Protection Act; the Uniformed Services Employment and Reemployment Rights Act; the Consolidated Omnibus Budget Reconciliation Act; the Rehabilitation Act of 1973; the Unruh Civil Rights Act; the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2699, *et seq.*); the Constitution of the United States; the California Constitution; any and all claims under the California Labor Code or other state wage and hour laws; Business and Professions Code, including but not limited to §§ 17200, *et seq.*; the California Government Code; the California Civil Code; any applicable California Industrial Welfare Commission Wage Orders; any other federal, state, and local statutes, ordinances, regulations, rules and other laws; and all of their implementing regulations and interpretive guidelines; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. This release includes, but is not limited to, Claims or Causes of Action for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorneys' fees and costs, and Plaintiff, on behalf of himself and his dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity, shall and do hereby separately waive, release, acquit and forever release, discharge, and agree to hold harmless Defendant and the other Released Parties from any and all claims for attorneys' fees and costs arising out of the matters released in this Agreement. It is agreed that this is a general release and is to be broadly construed as a release of all claims; provided that, notwithstanding the foregoing, this paragraph expressly does not include a release of any claims that cannot be released hereunder by law ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff intends that this Agreement be, and is, a general release that shall be effective as a bar to any and all claims against all the Released Parties. Plaintiff understands and expressly agrees

that this Agreement extends to claims that he may have against Released Parties, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the Effective Date of this Agreement. Plaintiff recognizes that he may have some claim, demand, and/or cause of action against the Released Parties of which Plaintiff is completely unaware and unsuspecting that Plaintiff is giving up by the execution of this Agreement. Plaintiff intends, in executing this Agreement, that this Agreement will deprive him of each such claim, demand or cause of action and will prevent Plaintiff from asserting it against the Released Parties. In furtherance of this intention, Plaintiff knowingly, voluntarily, and expressly waives and relinquishes the provisions, rights, and benefits, if any, conferred by the provisions of section 1542 of the California Civil Code, which Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of California Civil Code section 1542 and 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.

Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and relinquishes any and all rights and benefits Plaintiff may have under section 1542 of the California Civil Code as well as any other statutes or common law principles of a similar effect. Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist or be true, but Plaintiff expressly agrees to fully, finally, and forever settle, discharge, and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts. Plaintiff acknowledges and agrees that he has had the opportunity to be advised by his own legal counsel, and has done so, with respect to this general release and to this express waiver of California Civil Code Section 1542 and other similar statutes or rules of law.

- 5.1 Release by Participating Class Members: In consideration for the consideration set forth in this Agreement, Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns (collectively, the “Releasing Parties”), shall and will be deemed to have, and by operation of the Court’s Final Approval Order and Judgment, will expressly have fully, finally, and forever released settled, compromised, relinquished and discharged Defendant

Robinson Calf Ranch and all the other Released Parties, and each of them, of and from all of the Released Class Claims (as defined in Section 1.39 above) to the fullest extent permitted by law. It is the desire of the Parties and the Releasing Parties for the Releasing Parties to fully, finally and forever settle, compromise and discharge the Released Class Claims. The Release Period shall be the designated and Court approved Class Period. Plaintiff and all Participating Class Members will be bound by the release of all claims and causes of action falling within the definition of “Released Class Claims” (as defined in Section 1.37 above), whether known or unknown, and irrespective of the factual or legal basis for such claims. Plaintiff and the Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiffs, the Participating Class Members and the other Releasing Parties (as defined above) shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims. The *res judicata* effect of the Court’s Final Approval Order and Judgment will be the same as that of the release. Further, Plaintiff and Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Class Payments constitute payment of all sums allegedly due to them. Plaintiff and Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Class Payments. That Section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

The Parties understand and specifically agree that the scope of the release described in this Section is a material part of the consideration for this Agreement; was critical in justifying the agreed upon economic value of this Settlement and without it Defendant would not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that were or could have been alleged in the Action based on the facts, causes of action and legal theories asserted in the Action.

- 5.2. Release by Aggrieved Employees: In consideration for the consideration set forth in this Agreement, Plaintiff and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns (collectively, the “PAGA Releasing Parties”), shall and will be deemed to have, and by operation of the Court’s Final Approval Order and Judgment, will expressly have fully, finally, and forever released, settled, compromised, relinquished and discharged Defendant Robinson

Calf Ranch and all the other the Released Parties, and each of them, of and from all of the Released PAGA Claims (as defined in Section 1.40 above) to the fullest extent permitted by law. It is the desire of the Parties and the PAGA Releasing Parties for the PAGA Releasing Parties to fully, finally and forever settle, compromise and discharge the Released PAGA Claims. Plaintiff and all Aggrieved Employees will be bound by the release of all claims and causes of action falling within the definition of “Released PAGA Claims” (as defined in Section 1.40 above), whether known or unknown, and irrespective of the factual or legal basis for such claims. Plaintiff and the Aggrieved Employees may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released PAGA Claims, and by virtue of this Agreement, Plaintiffs, the Aggrieved Employees and the other PAGA Releasing Parties (as defined above) shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released PAGA Claims. The *res judicata* effect of the Court’s Final Approval Order and Judgment will be the same as that of the release. The Parties understand and specifically agree that the scope of the release described in this Section is a material part of the consideration for this Agreement; was critical in justifying the agreed upon economic value of this Settlement and without it Defendant would not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that were or could have been alleged in the Action based on the facts, causes of action and legal theories asserted in the Action.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff agrees to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) no later than 60 days after the full execution of this Agreement. Plaintiff shall provide a draft of the Motion for Preliminary Approval paperwork to Defendant prior to filing the paperwork with the Court. 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 by telephone, and in good faith, to resolve the disagreement or provide information requested by the Court.
 - 6.1. Submission to the LWDA. Pursuant to California Labor Code Section 2699(1)(2), at the same time as filing the Motion for Preliminary Approval, Plaintiff shall submit this Agreement to the LWDA.
 - 6.2. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be void *ab initio* and

of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator, subject to Court approval, and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Notice to Class Members.
- 7.2.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- 7.2.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. The Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.
- 7.2.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice 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, and upon completion of these steps by the Administrator, the Parties shall be deemed to have satisfied their obligation to provide the Notice to the affected Class

Member. The affected Class Member shall remain a Participating Class Member and shall be bound by all the terms of this Agreement and the Court's Final Approval Order and Judgment.

- 7.2.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 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.
- 7.2.5. If the Administrator, Defendant 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 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 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.
- 7.2.6. It will be presumed that, if an envelope containing the Class Notice has not been returned within twenty-eight (28) days of the mailing, the Class Member received the Class Notice. At least ten (10) days prior to the Final Approval and Fairness Hearing, the Administrator shall provide Class Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall specify the number of Class Members to whom the Class Notice was sent and the number of Class Members to whom the Class Notice was not delivered, as well as information relating to the number of Requests for Exclusions and Objections. Class Counsel shall file this declaration with the Court.

7.3. Requests for Exclusion (Opt-Outs).

- 7.3.1. The Class Notice shall state that Class Members who wish to exclude themselves from the Settlement must submit a written Request for Exclusion by the Response Deadline as set forth in this Section. Class Members who fail to submit a valid and timely written Request for Exclusion from Settlement on or before the Response Deadline will be deemed to participate in the Settlement and shall become Participating Class Members without having to submit a claim form or take any other action, and shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written

Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 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 faxed, emailed, or postmarked by the Response Deadline, and it must state the Class Member's name, address, telephone number, signature, and state something to the effect of: "I wish to be excluded from the Settlement Class in the *Samuel Barrientos Ruiz vs. Robinson Calf Ranch, LLC* lawsuit. I understand that if I ask to be excluded from the Settlement Class, I will not receive any money from the Class Settlement of the Action and will not be releasing any claims that I might have." Any Request for Exclusion that is not postmarked by the Response Deadline will be invalid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether it has been timely submitted.

- 7.3.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice, provided that it is postmarked by the Response Deadline and the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity.
- 7.3.3. If the Administrator determines that a Request for Exclusion returned by a Class Member before the Response Deadline is deficient, then the Administrator shall mail a deficiency letter to that Class Member identifying the problem. If a Class Member submits both a dispute and a Request for Exclusion, the Administrator shall make reasonable attempts to clarify if the Request for Exclusion was deficient. If the Class Member fails to cure the deficiency, the Request for Exclusion shall be disregarded and the Class Member shall become a Participating Class Member and will be bound by all terms and conditions of this Settlement and any Final Approval Order and Judgment entered in this Action and will be paid in accordance with the terms of this Settlement.
- 7.3.4. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases of this Agreement and any Final Judgment entered in this Action, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 7.3.5. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims in this Agreement and are eligible for an Individual PAGA Payment.
- 7.3.6. A Request for Exclusion of the Settlement shall not serve to exclude the Class Member from participation as an Aggrieved Employee. Aggrieved Employees shall have no right or ability to opt out of the portion of this Settlement Agreement releasing any PAGA claims as set forth herein.
- 7.3.7. Participating Class Members will be bound by the terms and conditions of this Agreement, including the Release of Released Class Claims set forth in the definition of “Released Class Claims” provided in this Settlement Agreement.
- 7.4. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail and submitting evidence, documentation, and/or information to the Administrator no later than the Response Deadline. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. If there is a dispute, the Administrator will jointly work with and consult the Parties to resolve the dispute in good faith and determine whether an adjustment is warranted. If Plaintiff and Defendant cannot agree over the Workweeks to be credited or adjusted in the event of dispute, the Administrator shall make the final decision based on the information presented by the Class Member and Defendant, of which shall be binding upon the Class Member and the Parties. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator’s determination the challenges. Any disputes not resolved by the Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement by the Court, counsel for the Parties will confer in good faith to resolve the disputes without necessity of Court intervention.
- 7.5. Objections to Settlement.
- 7.5.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting

the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

- 7.5.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.5.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.5.4. Any Class Member who wishes to object to the Settlement must submit a written objection to the Administrator no later than the Response Deadline and must file with the Court, and serve on all Parties a written statement of objection ("Notice of Objection"). The date of the postmark of the objection set forth on the Notice of Objection shall be the exclusive means used to determine whether the objection was timely submitted. The Notice of Objection must include (a) the objector's full name, address, telephone number, Social Security number and/or Employee ID number, and signature; (b) a clear reference to the case name and case number; (c) a clear and concise statement of all the reasons why the objector believes that the Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement should not be approved, including the legal and factual arguments supporting the objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (e) if the objector intends to appear at the Final Approval and Fairness Hearing. If an objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an attorney, they must file a notice of intention to appear at the same time as the Notice of Objection is filed.
- 7.5.5. Unless otherwise ordered by the Court, Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Class Members who submit a timely Notice of Objection will have a right to appear at the Final Approval and Fairness Hearing in order to have their objections heard by the Court and may appear through their own attorney at the Class Member's own expense. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file written objections to the Class Settlement or appeal from the Final Approval Order and Judgment.

- 7.5.6. The Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel. Class Counsel shall lodge a copy of the objection with the Court. Class Members may appear at the Final Approval and Fairness Hearing, either in person or through a lawyer retained at their own expense whether or not they have submitted a timely written objection and notice of intention to appear pursuant to this Section.
- 7.5.7. In the event that the Court approves this Settlement notwithstanding the objections of any Class Members, Class Members who object to the Settlement will nonetheless be bound by the Settlement. Class Members who submit a Request for Exclusion from the Settlement shall not have standing to object to the Settlement or to file an appeal.
- 7.6. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.6.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.6.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.6.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received, objections received, and challenges to Workweeks and/or Pay Periods received (“Weekly Report”).

- 7.6.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods, but will jointly work with and consult the Parties to resolve any disputes or challenges in good faith.
- 7.6.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.6.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of August 27, 2024, there are approximately 25,000 Workweeks in the Class Period. The Parties agree that if at the time of Preliminary Approval of this Settlement by the Court, the actual number of Workweeks worked for Defendant by the Participating Class Members increases by more than 15% (i.e., more than 28,750 Workweeks), then at the sole election of Defendant either: (1) the Gross Settlement Amount will be increased on a proportional basis, equal to the percentage increase in Workweeks above 28,750 (i.e., if the total workweeks increases by 17%, then a 2% increase to the Gross Settlement Amount); or (2) the end of the Class Period will be modified to an earlier date on which the total number Workweeks is not more than 15 percent above 25,000 (i.e., not more than 28,750 Workweeks); or (3) elect to withdraw from the Settlement. Workweeks may be based on either: (1) weeks during which at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status.

9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement and seek entry of a proposed Final Approval Order and Judgment. Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 9.1. 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.
- 9.2. 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. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3. 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.
- 9.4. 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 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void *ab initio* and of no force or effect, and neither this Agreement nor the

conditional class certification shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, and none of the Parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification. The Parties may nevertheless attempt in good faith to cure any perceived defects or enter into further negotiations with respect to this Agreement to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

- 9.6. Notice of Final Judgment. Within ten (10) days after the Court has held a Final Approval Hearing and entered a final order certifying the Class for settlement purposes only and approving the Settlement, the Administrator will give notice of judgment to Class Members pursuant to rule 3.771(b) of the California Rules of Court, by posting a copy of said order and final judgment on its website at a web address to be included in the Class Notice.
10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
11. **INTERIM STAY AND STAY ON APPEAL.** The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, holding the Action in abeyance pending the Final Approval and Fairness Hearing to be conducted by the Court. Further, if an appeal is filed from the Court's Final Approval Order and Judgment prior to the Effective Date, administration of the Settlement shall be immediately stayed pending final resolution of the appeal process. Defendant shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Settlement Agreement until all appeal rights have been exhausted by operation of law.
12. **NULLIFICATION OF THIS SETTLEMENT AGREEMENT.**
- 12.1. Defendant's Right to Withdraw. If either the number of valid Requests for Exclusion exceeds 10% of the total of all Class Members, Defendant has the right to, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws from the Settlement, (a) the Settlement shall be void ab initio and shall have no force or effect whatsoever, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; (b) the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; (c) none of the Parties to this Settlement Agreement will be deemed to have waived any claims,

objections, defenses or arguments in the Action, including with respect to the issue of class certification; and (d) neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will be responsible for paying all Settlement Administration Expenses incurred to that point by the Administrator.

12.1.1. Defendant must notify Class Counsel and the Court of its election to withdraw no later than seven (7) calendar days of receiving the final Exclusion List from the Administrator.

12.1.2. Class Counsel and Plaintiff agree not to oppose any application by Defendant and/or Defense Counsel that is consistent with this section. The Parties and their counsel agree not to take any action to encourage any Class Members to submit a Request for Exclusion from and/or object to the Settlement. If the Settlement is voided on this basis, no payment will be made by Defendant to Plaintiff, any Class Member, nor Class Counsel, and all Parties and third parties referenced in this Agreement will bear their own costs, fees, and expenses associated with the Action.

12.2. Non-Approval of the Agreement. This Settlement and conditional class certification shall be considered null and void, and neither the Class, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court, and any order of judgment entered by the Court in furtherance of the settlement shall be vitiated *nunc pro tunc*, if any of the following occurs: (a) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties; (b) the Court does not enter the Final Approval Order and Judgment as provided for herein or contemplated by this Agreement; (c) the Court should for any reason fail to enter a judgment with prejudice of the Action; (d) the Court does not enter a Final Approval Order and Judgment as provided for herein that becomes final as a result of the occurrence of the Effective Date; (e) the Settlement does not become final for any other reason; or (f) the approval of the Class Settlement and judgment is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects or enter into further negotiations with respect to this Agreement to facilitate approval. Further, in the event that this Agreement is not preliminarily or finally approved by the Court; fails to become effective as set forth herein; voided; or is reversed, withdrawn or modified by the Court or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein: (1) this Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; (2) the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and (3) none of the Parties to this Agreement will be deemed to have waived any

claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

- 12.3. Invalidation. Invalidation of any material portion of this Agreement shall invalidate this Agreement and the Class Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Class Settlement are to remain in full force and effect.
13. **NOTICE OF SETTLEMENT TO LWDA.** Plaintiff and Class Counsel shall provide notice to the LWDA of the proposed settlement as required by California Labor Code section 2699, subdivision (l)(2), as well as any other information required by law to be provided to the LWDA to effectuate the terms of this Agreement.
14. **ADDITIONAL PROVISIONS.**
 - 14.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The 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).
 - 14.2. Confidentiality Prior to Preliminary Approval. Plaintiff and Class 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. Plaintiff and Class Counsel agree to immediately notify Defendant and Defense Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class 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.

- 14.3. 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 ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 14.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 14.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 14.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 14.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 14.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 14.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 14.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 14.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 14.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 14.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 14.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 14.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 14.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 14.17. Attorney Fees, Costs and Expenses. Except as otherwise specifically provided for herein, each of the Parties shall bear his or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other Party to this Settlement Agreement.
- 14.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 14.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP

section 583.330 to extend the date to bring a case to trial under CCP
section 583.310 for the entire period of this settlement process.

ACCEPTED AND AGREED:

SAMUEL BARRIENTOS RUIZ

ROBINSON CALF RANCH



Plaintiff Samuel Barrientos Ruiz

Dated: 10 / 23 / 2024 _____

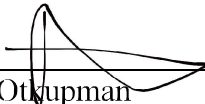
By: _____
Defendant Robinson Calf Ranch

Dated: _____

APPROVED AS TO FORM:

OTKUPMAN LAW FIRM, A LAW
CORPORATION

BELDEN BLAINE RAYTIS, LLP



Roman Otkupman
Nidah Farishta
Counsel For Plaintiff

Dated: 10 / 23 / 2024 _____



T. Scott Belden
Counsel For Defendant

Dated: October 23, 2024

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ACCEPTED AND AGREED:

SAMUEL BARRIENTOS RUIZ

ROBINSON CALF RANCH

Plaintiff Samuel Barrientos Ruiz

Dated: _____

By: 
Defendant Robinson Calf Ranch

Dated: October 22, 2024

Signed by Wayne Lugo, Partner