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CLERK OF THE SUPERIOR COURT

DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MERCED

ANA R. ALBERTO, RICHARD ALBERTO
JR., individually, and on behalf of all other
aggrieved employees,

Plaintiffs,

v.

LIVINGSTON FARMERS ASSOCIATION, a
California business entity, and DOES 1
through 100, inclusive,

Defendants.

Case No. 25CV-03564

*[Assigned for all purposes to Hon. Stephanie
Jamieson – Dept. 8]*

PROPOSED ORDER

Date: August 3, 2026
Time: 8:15 a.m.
Location: Dept. 8

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1 On June 20, 2025, Plaintiffs Ana Alberto and Richard Albertop ("Plaintiffs") filed a complaint
2 in the Superior Court of Merced County, styled *Ana and Rochard Alberto v. Livingston Farmers*
3 *Association et. al*, Case No. 25CV-03564, on behalf of themselves and all others aggrieved employees
4 of Defendant Livingston Farmers Association. It was later amended to be a class and PAGA complaint
5 and to add Jim Snyder as a defendant. Livingston Farmers Association and Jim Snyder are collectively
6 referred to as "Defendant". The operative Complaint asserts claims under the California Labor Code
7 for failure to pay wages for all hours worked (including minimum wage and overtime), non-compliant
8 meal periods and rest breaks, failure to reimburse for business expenses, non-complaint wage
9 statements, failure to pay all wages at the time employment ends and a derivative claim under the
10 California Unfair Competition Law. It also includes a cause of action under California's Private
11 Attorneys General Act ("PAGA"), Cal. Labor Code section 2699, *et seq.* based on the above California
12 Labor Code violations.

13 After conducting informal discovery, the Parties participated in private mediation before
14 Lonnie Giamela on February 12, 2026. A mediator's proposal was made that was accepted by the
15 Parties on February 23, 2026. The terms of the settlement are embodied in the Class Action and PAGA
16 Settlement Agreement and Class Notice (the "Agreement" or "Settlement Agreement").

17 On August 3, 2026, the hearing on the Motion for Preliminary Approval of Class Action
18 Settlement and Conditional Certification of the Proposed Settlement Class (the "Preliminary Approval
19 Motion") was held before this Court. The Court, having reviewed the Memorandum of Points and
20 Authorities in Support of the Preliminary Approval Motion, all other papers and documents presented,
21 having heard the arguments of counsel, and having considered the matter, and making findings and
22 rulings at the hearing:

23 **IT IS HEREBY ORDERED:**

24 1. The Court hereby GRANTS preliminary approval of the terms contained in the
25 Agreement. The Court preliminarily finds that the terms of the Agreement appear to be presumptively
26 fair (*Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996)), and are within the "ballpark" of
27 reasonableness based on an independent and objective review of the well-recognized factors in
28 evaluating whether a class-action settlement is fair, adequate and reasonable. *See e.g., Kullar v. Foot*
Locker Retail, Inc., 168 Cal.App.4th 116, 128 (2008) (*citing Dunk, supra*, 48 Cal.App.4th at 1801);

1 *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 799 (2009); *Munoz v. BCI Coca-*
2 *Cola Bottling Company of Los Angeles*, 186 Cal.App.4th 399, 407 (2010); *In re Cellphone Fee*
3 *Terminations Cases*, 186 Cal.App.4th 1380, 1389 (2010).

4 2. It appears to the Court on a preliminary basis that: (1) the settlement amount is fair
5 and reasonable to the Settlement Class when balanced against the probable outcome of further
6 litigation relating to class certification, trial, and potential appeals; (2) significant formal and informal
7 discovery, investigation, research, and litigation have been conducted such that counsel for the Parties
8 are able to reasonably evaluate their respective positions at this time; (3) settlement at this time will
9 avoid substantial costs, delay, and risks that would be presented by the further pursuit of litigation;
10 and (4) the proposed settlement has been reached as the result of intensive, serious, and non-collusive
11 arms'-length negotiations between the Parties.

12 3. The Court hereby GRANTS conditional certification of the provisional class, pursuant
13 to California Code of Civil Procedure § 382, in accordance with the Agreement for the purpose of
14 this class settlement only. The Settlement Class is defined as all current and former hourly non-
15 exempt employees of Defendant who worked for Defendant in California at any time from June 20,
16 2021 through April 13, 2026.

17 4. The Court hereby GRANTS conditional approval of the PAGA Release. The
18 Aggrieved Employees are defined as all current and former hourly non-exempt employees of
19 Defendant who worked for Defendant in in California at any time from April 14, 2024 through April
20 13, 2026.

21 5. The Court hereby authorizes the retention of ILYM Group as Settlement
22 Administrator for the purpose of this settlement.

23 6. The Court hereby conditionally finds that Ian M. Silvers of Bisnar|Chase Class Action
24 Attorneys, LLP and Marcia Guzmán of Guzmán & Tokar, LLP ("Class Counsel") may act as lead
25 counsel for the Settlement Class, and that Plaintiffs may act as Class Representatives for the
26 Settlement Class.

27 7. The Court hereby APPROVES the Notice of Class Action Settlement (the "Notice")
28 attached hereto as **EXHIBIT 1**. The Court finds that the Notice constitutes the best notice practicable
under the circumstances and is in full compliance with the laws of the State of California, to the extent

1 applicable, the United States Constitution, and the requirements of due process. The Court further
2 finds that the Notice appears to fully and accurately inform the Settlement Class Members of all
3 material elements of the proposed Agreement, of the Settlement Class Members' right to be excluded
4 from the settlement, and of each Settlement Class member's right and opportunity to object to the
5 Agreement. The Notice shall be mailed via first class mail to the most recent known address of each
6 Settlement Class member within ten (10) calendar days following the receipt of Settlement Class
7 Member information from Defendant.

8 8. The Court further ORDERS that Class Counsel shall file the Motion for Final
9 Approval of the Class-Action Settlement and the Motion for Final Approval of Attorneys' Fees,
10 Costs, and Class Representative Incentive Awards, with the appropriate declarations and supporting
11 evidence, by sixteen (16) court days prior to the Final Approval Hearing.

12 9. The Court further ORDERS that each Settlement Class member who does not request
13 exclusion from the settlement, shall be given a full opportunity to object to the Agreement and to
14 participate at the Final Approval Hearing at which the Court will address final approval of the
15 settlement including attorneys' fees, costs, administration costs and class representative service
16 payment, which the Court sets to commence on November 23, 2026 at 8:15 a.m. in Department 8 of
17 the Superior Court of the State of California, County of Merced, 627 W. 21st Street, Merced, CA
18 95340.

19 10. Any Settlement Class member seeking to object to the Agreement must mail or fax
20 his or her objection to the Settlement Administrator no later than forty-five (45) calendar days after
21 the mailing of the Notice and accompanying forms to Settlement Class Members, unless the Court
22 requires a longer period, in which case the Court-ordered objection period will apply. If the 45th day
23 falls on a Sunday or federal holiday, the time to object to the Settlement Agreement will be extended
24 to the next day on which the U.S. Postal Service is open. Except that should the Response Deadline
25 (or any extension(s) thereof) fall on a Saturday and regular U.S. Mail service is in operation that day,
26 then no further extension pursuant to this paragraph shall apply to these specific deadlines. Under no
27 circumstances shall the objection deadline be extended for any reason other than the above, including
28 non-receipt of the Notice.

11. Following Final Approval of the Settlement, the Settlement Class members will be

1 paid an Individual Class Payment and Individual PAGA Payment as calculated under Sections 3.2.4
2 and 3.2.5.1 of the Agreement, unless the Settlement Class member submits an opt-out form within
3 45 calendar days from the date the Settlement Administrator mails the Notice and accompanying
4 forms to Settlement Class Members (but he/she will receive the Individual PAGA Payment regardless
5 of whether he/she opts out of the class).

6 12. The Court further ORDERS that, pending further order of this Court, all proceedings
7 in this action, except those contemplated herein and in the Agreement, are stayed.

8 13. If the Court grants final approval, Settlement Class Members (who have not opted out)
9 and their successors shall conclusively be deemed to have given a release, as set forth in the
10 Agreement and Notice, against the released parties, and all such Settlement Class Members and their
11 successors shall be permanently enjoined and forever barred from asserting any released claims
12 against the released parties. Specifically, Settlement Class Members shall release Defendant and the
13 Released Parties of the following:

14 all claims, demands, rights, liabilities, causes of action, injuries, grievances, obligations,
15 losses, damages, penalties, interest, fines, debts, liens, liabilities, attorneys' fees, consultant's
16 fees, expert's fees, accountant's fees, costs and any other form of relief or remedy in law or
17 equity, of every nature and description whatsoever, that were alleged, or reasonably could
18 have been alleged against the Released Parties based on the factual allegations asserted in the
19 Operative Complaint, whether arising under State or other applicable law, that occurred at
20 any time during the Class Period including, but not limited to any and all claims involving
21 any alleged failure to pay minimum wage, overtime, provide compliant meal periods and rest
22 breaks, provide compliant wage statements, reimburse for expenses and pay all wages due at
23 the time employment ends. Participating Class Members do not release any other claims,
24 including claims for vested benefits, wrongful termination, violation of the Fair Employment
25 and Housing Act, unemployment insurance, disability, social security, workers'
26 compensation, or claims based on facts occurring outside the Class Period.

27 14. Further if the Court grants final approval, Plaintiffs on behalf of themselves and as an
28 agent and proxy on behalf of the LWDA and Aggrieved Employees, shall conclusively be deemed to
have given a release, as set forth in the Agreement, against the Released Parties related to the PAGA
claims. Specifically, the following shall be released:

all claims for PAGA penalties that were alleged, or reasonably could have been
alleged, based on the facts stated in the Operative Complaint and/or PAGA Notice
that occurred during the PAGA Period, including, but not limited to, any and all
claims involving any alleged failure to pay minimum wage, overtime, provide

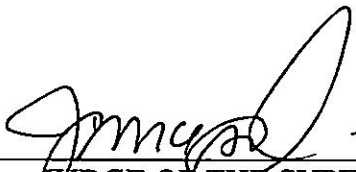
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compliant meal periods and rest breaks, reimburse for expense, provide compliant wage statements and pay all wages due at the time employment ends.

15. It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future claims, lawsuits or proceedings and be final and binding upon Plaintiff and all Settlement Class Members (excluding only those who have expressly opted out of the settlement by submitting a valid Request for Exclusion) and all Aggrieved Employees.

IT IS SO ORDERED.

Dated: Aug. 3, 2026



JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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

Ana Alberto and Richard Alberto v. Livingston Farmers Association et. al.

25CV03564

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

You may be eligible to receive money from an employee class action and PAGA representative action lawsuit (“Action”) against Livingston Farmers Association and Jim Snyder (collectively “LFA”) for alleged wage and hour violations. The Action was filed by former LFA employees Ana Alberto and Richard Alberto (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for LFA during the Class Period (June 20, 2021 to April 13, 2026) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for LFA during the PAGA Period (April 14, 2024 to April 13, 2026) (“Aggrieved Employees.”)

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

Based on LFA’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$[] (less withholding) and your Individual PAGA Payment is estimated to be \$[]**. The actual amount you receive may be different and will depend on a number of factors.

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

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

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

(1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Penalty claims against LFA.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion, using the Request for Exclusion Form provided with this notice or a substantially similar document. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against LFA. But you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against LFA that are covered by this Settlement (Released Claims.)
You Can Opt-out of the Class Settlement The Opt-out Deadline is <u>[45 days after mailing]</u>	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion, using the Request for Exclusion Form provided with this notice or a substantially similar document. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. LFA must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below.)
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by <u>[45 days after mailing]</u>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement (including disputing his/her workweeks/pay periods) by submitting the Objection Form provided with this notice, a substantially similar document or explaining your objections in person at the Final Approval Hearing. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs

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	reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <u>[date of hearing]</u> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <u>[date of hearing]</u> . You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by <u>[45 days after mailing]</u>	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to LFA's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>[45 days after mailing]</u> and can do so using the Objection form. See Section 4 of this Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former LFA employees. The Action accuses LFA of violating California labor laws by failing to pay overtime wages, minimum wages, provide compliant meal periods and rest breaks, reimburse for expenses, pay wages due upon termination, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (California Labor Code §§ 2698, et seq.) ("PAGA.") Plaintiffs are represented by attorneys in the Action: Ian M. Silvers from Bisnar Chase Class Action Attorneys and Marcia Guzmán from Guzmán & Tokar LLP ("Class Counsel.")

Defendants adamantly deny the allegations in the Operative Complaint and Operative PAGA Notice, deny any failure to comply with the laws identified in the Operative Complaint and Operative PAGA Notice, deny any and all liability for the causes of action alleged and have raised various defenses to the claims. Defendants assert that they fully complied with all applicable wage and hour laws and contend that civil penalties under PAGA are not warranted. Defendants also deny that the Action is suitable for class certification. Defendants contend they have entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and do not admit to any wrongdoing or liability whatsoever. Accordingly, nothing in this Agreement is intended or should be construed as an admission by LFA that any of the allegations in the Operative Complaint have merit or that LFA has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that LFA's defenses in the Action have merit.

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

So far, the Court has made no determination whether LFA or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and LFA hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and LFA have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, LFA does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) LFA has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. LFA will Pay \$250,000 as the Gross Settlement Amount (Gross Settlement Amount) prior to any escalator clause. LFA has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA.") Assuming the Court grants Final Approval, LFA will fund the Gross Settlement Amount not more than thirty (30) calendar days after the Judgment becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

A. Up to \$83,333.33 (1/3 of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500 each (\$15,000 total) as Class Representative Service Payments to Plaintiffs for filing the Action, working with Class Counsel and representing the Class and PAGA Aggrieved Employees. A Class Representative Service Payment will be the only monies

Plaintiffs will receive from this Class and PAGA Settlement other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to \$7,000 to the Administrator for services administering the Settlement related to the distribution.

D. Up to \$10,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. Individual PAGA Payments will be paid as addressed below from the 35% portion of the PAGA Penalties approved by the Court.

4. Taxes Owed on Payments to Class Members. Plaintiffs are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest, liquidated damages and penalties ("Non-Wage Portion.") The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. LFA will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date.) If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with [cy pres approved by the Court] as the *cy pres* recipient mutually selected by the Parties.

6. Requests for Exclusion from the Class Settlement (Opt-Outs.) You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [45 days after mailing], that you wish to opt-out. The easiest way to notify the Administrator is to send the written and signed Request for Exclusion Form provided with this notice or a substantially similar document by the [45 days after mailing] Response Deadline. The Request for Exclusion should be the form provided with this notice or a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.

Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against LFA.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against LFA based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company ILYM Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks/Pay Periods (but the Court has final authority to decide any challenges), mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and LFA has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against LFA or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and each of their respective former and present spouses, domestic partners, marital community, children, estates, trusts, representatives, agents, attorneys, heirs administrators, executors, successors and assigns, release and discharge the Released Parties from all claims, demands, rights, liabilities, causes of action, injuries, grievances, obligations, losses, damages, penalties, interest, fines, debts, liens, liabilities, attorneys’ fees, consultant’s fees, expert’s fees, accountant’s fees, costs and any other form of relief or remedy in law or equity, of every nature and description whatsoever, that were alleged, or reasonably could have been alleged against the Released Parties based on the factual allegations asserted in the Operative Complaint, whether arising under State or other applicable law, that occurred at any time during the Class Period including, but not limited to any and all claims involving any alleged failure to pay minimum wage, overtime, provide compliant meal periods and rest breaks, provide compliant wage statements, reimburse for expenses and pay all wages due at the time employment ends. Participating Class Members do not release any other claims, including

claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and LFA has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against LFA, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against LFA or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and each of their respective former, and present spouses, domestic partners, marital community, children, estates, trusts, executors, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or PAGA Notice that occurred during the PAGA Period, including, but not limited to, any and all claims involving any alleged failure to pay minimum wage, overtime, provide compliant meal periods and rest breaks, reimburse for expense, provide compliant wage statements and pay all wages due at the time employment ends.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks (using whole numbers) worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks (using whole numbers) worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,500 by the total number of PAGA Pay Periods worked (using whole numbers) by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee (using whole numbers.)

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in LFA's records, are stated in the first page of this Notice. You have until [45 days after mailing] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending in the Objection Form sent with this notice or a substantially similar document such as a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the calculation of Workweeks and/or Pay Periods based on LFA's

records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator and the Parties will attempt to resolve any Workweek and/or Pay Period challenges based on your submission. However, the Court will have final authority to decide any such dispute.

V. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member.)

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed document using the Request for Exclusion Form provided with this notice or a substantially similar document, with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Alberto v. Livingston Farmers Association and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes.) You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [45 days after mailing], or it will be invalid** (absent good cause as found by the Court). While the Administrator will attempt to resolve any dispute regarding the validity and authenticity of any opt-out requests, the Court will make the final decision regarding any such disputes. Section 9 of the Notice has the Administrator's contact information.

Note, you may opt out of participating in the settlement of the class claims, however, you cannot opt-out of the settlement of the PAGA claims.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and LFA are asking the Court to approve. At least sixteen (16) court days before the [date of hearing] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, Administration Costs and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments and (iii) the requested

Administrator's costs. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [ILYM Group website address for Action] or the Court's website by going to <https://jpportal.mercedcourt.org/MERCEDPUBLIC/Home/Dashboard/29> and entering the Case Number for the Action, Case No. 25cv03564.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, Administrator Costs and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low, or the workweeks/pay periods are incorrect. **The deadline for sending written objections to the Administrator, using the Objection Form provided with this notice or a substantially similar document, is [45 days after mailing].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Alberto v. Livingston Farmers Association et. al. and include your name, current address, telephone number, and approximate dates of employment for LFA and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [] at [] in Department 8 of the Merced County Superior Court, located at 627 W. 21st Street, Merced, CA 95340. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [ILYM website address for Action] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything LFA and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group's website at [ILYM Group website address for Action]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://jpportal.mercedcourt.org/MERCEDPUBLIC/Home/Dashboard/29> and entering the Case Number for the Action, Case No. 25cv03564.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Ian M. Silvers, Esq.
BISNAR|CHASE LLP
1301 Dove Street, Suite 120
Newport Beach, California 92660
Telephone: (949) 752-2999
Facsimile: (949) 752-2777

Marcia Guzmán
GUZMÁN & TOKAR LLP
440 N. Barranca Avenue, Suite 1354
Covina, California 91723
Phone: (213) 347-4529
Facsimile: (213) 342-6329

Settlement Administrator:

ILYM Group
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax Number: (888) 845-6185

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement, check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

REQUEST FOR EXCLUSION FROM THE CLASS SETTLEMENT FORM

I wish to exclude myself from the settlement of class claims reached in the matter of *Ana Alberto and Richard Alberto v. Livingston Farmers Association et. al.* in the Merced County Superior Court, Case No. 25CV03564. I understand that by excluding myself, I will **not** receive any money from the settlement reached in this matter for claims brought as a putative class action. I understand that if I was employed with Livingston Farmers Association from April 14, 2024 through [PAGA Period end date per terms of Settlement Agreement], I will receive a payment from the portion of the settlement allocated to claims for civil penalties under the California Labor Code Private Attorneys General Act ("PAGA") regardless of whether I submit this Request for Exclusion form, and I will be bound by the release of claims under PAGA.

PLEASE PRINT CLEARLY

Name

Street Address

City, State ZIP

Telephone number

Last 4 of Social Security Number (for ID purposes)

Signature

Date

You must include all of the information above and sign this form for it to be effective. This Request for Exclusion Form must be postmarked by [Opt Out Deadline], and mailed to the following address, First Class postage prepaid or faxed to the fax telephone number listed below by [Opt Out Deadline]:

Alberto v. Livingston Farmers Association et. al.

c/o ILYM Group

P.O. Box 2031

Tustin, CA 92781

Telephone: (888) 250-6810

Fax Number: (888) 845-6185

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