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9 Attorneys for Plaintiffs ELIZABET SANCHEZ
10 individually and on behalf of similarly situated employees

11 [additional parties continued on next page]

12 **SUPERIOR COURT OF CALIFORNIA**

13 **FOR THE COUNTY OF SAN JOAQUIN**

14 ELIZABET SANCHEZ and GRISELDA
15 RAMIREZ, individually and on behalf of all
16 other similarly situated employees,

17 Plaintiffs,

18 vs.

19 PACIFIC COAST PRODUCERS, a California
20 Corporation; and DOES 1 to 100, inclusive,

21 Defendants.

22 Case No. **STK-CV-UOE-2021-11106**

23 *Assigned for All Purposes to Hon. Robert T.
24 Waters, Department 11B*

25 **CLASS ACTION**

26 **EXHIBIT LIST AND EXHIBITS IN
27 SUPPORT OF PLAINTIFFS' MOTION FOR
28 PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: **FEB 28 2024**

Time: 9:00 a.m.

Dept.: 11B

Judge Hon. Robert T. Waters

Filed: December 7, 2021

FAC Filed: February 14, 2022

SAC Filed: March 29, 2023

TAC Filed: September 19, 2023

Trial Date: None Set

FILED

2024 JAN 24 PM 12:11

STEPHANIE BOHRER, CLERK

BY JESSICA CAYO
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16 individually and on behalf of similarly situated employees

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<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiffs' Operative Complaint
C	Plaintiffs' Letters to the LWDA Regarding PAGA Claims
D	Apex Class Action, LLC. Quote
E	Plaintiffs' Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: January 23, 2024

Shimoda & Rodriguez Law, PC


By: 
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiffs

Exhibit A

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12 Attorneys for PACIFIC COAST PRODUCERS

13 **SUPERIOR COURT OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN JOAQUIN**

15 ELIZABET SANCHEZ and GRISELDA
16 RAMIREZ, individually and on behalf of all
17 other similarly situated employees,
18 Plaintiff,
19 vs.
20 PACIFIC COAST PRODUCERS, a California
Corporation ; and DOES 1 to 100, inclusive,
21 Defendant.
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Case No.: STK-CV-UOE-2021-11106

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: December 7, 2021
FAC Filed: February 14, 2022
SAC Filed: March 29, 2023
TAC Filed: September 19, 2023
Trial Date: None Set

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15 Attorneys for Plaintiff GRISELDA RAMIREZ

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1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between Plaintiffs Elizabet Sanchez and Griselda Ramirez (collectively “Plaintiffs”), on behalf
3 of themselves, the Labor and Workforce Development Agency, Settlement Class Members, and PAGA
4 Employees, and Defendant Pacific Coast Producers, (“Defendant”). This Agreement is subject to the terms
5 and conditions set forth below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the cases of *Sanchez v. Pacific Coast Producers*, San Joaquin County
9 Superior Court, Case No. STK-CV-UOE-2021-11106, filed December 7, 2021, and *Ramirez v. Pacific*
10 *Coast Producers*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-0010664, filed
11 November 18, 2022.

12 1.2 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
13 Regarding Class Action and PAGA Settlement and Release.

14 1.3 “Class Representatives” means Plaintiff Elizabet Sanchez and Griselda Ramirez.

15 1.4 “Class Representatives’ Released Claims” means all claims arising from or that are related
16 in any way to the Class Representatives’ employment with Defendant, or that could have been asserted
17 under federal, state, or local laws, and/or ordinances, or tort or contract theories, whether known or
18 unknown, and whether anticipated or unanticipated, including without limitation statutory, constitutional,
19 contractual or common law claims for lost wages, unpaid wages, emotional distress, punitive damages,
20 special damages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation
21 costs, restitution, equitable relief or other similar relief or claims. In addition, as to the claims of Class
22 Representatives, the Released Claims further include, without limitation, any and all claims whatsoever
23 regarding Class Representatives’ respective employment and/or termination of employment including, but
24 not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits,
25 stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful
26 retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law
27 torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful
28 discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendant’s right

1 to terminate the employment relationship, or any federal, state, or other governmental statute, executive
2 order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided
3 by law. Class Representatives shall be deemed to have, and by operation of the Judgment shall have,
4 expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits
5 of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that
6 purports to limit the scope of a general release. Class Representatives, for themselves, have read Section
7 1542 of the Civil Code of the State of California, which provides as follows:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
9 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
10 FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY
11 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
12 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

13 Class Representatives understand that Section 1542 gives them the right not to release existing claims of
14 which they are not now aware unless they voluntarily choose to waive this right. Having been so apprised,
15 Class Representatives nevertheless voluntarily waive the rights described in Section 1542 and elect to
16 assume all risks for claims that now exist in their favor, whether known or unknown. The release of the
17 claims of Class Representatives as set forth in this paragraph is a condition precedent to enforcement of
18 this Settlement Agreement. The Class Representatives' Released Claims exclude claims for workers'
19 compensation, unemployment insurance benefits, or other claims that cannot be released as a matter of law.

20 1.5 "Complaint" means the operative Complaint on file in the Action with the Court.

21 1.6 "Court" means the San Joaquin County Superior Court.

22 1.7 "Defendant" means Pacific Coast Producers.

23 1.8 "Defendant's Counsel" means Littler Mendelson, P.C.

24 1.9 "End Date" means the sooner of the Preliminary Approval Date or the date Defendant has
25 elected to end the Settlement Class Period so as not to exceed 376,287 workweeks pursuant to Section
26 10.2.

27 1.10 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
28 Representatives in recognition of the time and effort expended on behalf of Settlement Class Members for
the benefit of Settlement Class Members, which is in addition to any Individual Settlement Amount paid
to the Class Representatives as a Participating Class Member.

1 1.11 “Effective Date” means the later of the following events: five (5) calendar days after the
2 period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has
3 elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the
4 Final Approval Date and filing of a notice of entry of judgment; or, if any appeal, writ, or other appellate
5 proceeding opposing Final Approval has been filed within that timeframe; five business days after any
6 appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively been
7 dismissed with no right to pursue further remedies or relief. No funding of the Settlement shall occur until
8 at least ten (10) calendar days after the Effective Date.

9 1.12 “Final Approval Date” means the date a signed order granting final approval of this
10 Agreement is filed with or entered by the Court and a notice of entry of judgment has been filed.

11 1.13 “Gross Settlement Amount” is the sum of Two Million Fifty Three Thousand Dollars and
12 Zero Cents (\$2,053,000.00) or the proportional increased amount Defendant elects to pay pursuant to
13 Section 10.2 of this Agreement.

14 1.14 “Individual Settlement Amount” means an individual Settlement Class Member’s and
15 PAGA Employee’s allocation of the Net Settlement Amount and PAGA Payment, respectively, as defined
16 in Sections 1.16, 1.20, 5.5, and 5.8.

17 1.15 “LWDA” means the California Labor and Workforce Development Agency.

18 1.16 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
19 distribution to Settlement Class Members, as described in this Agreement, after deduction of Settlement
20 Class Counsel’s attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment,
21 and Enhancement Payment to the Class Representatives.

22 1.17 “Notice of Settlement” means the document substantially in the form attached hereto as
23 Exhibit 1.

24 1.18 “Notice Period” means forty-five (45) calendar days from the initial mailing of the Notice
25 of Settlement to Settlement Class Members and PAGA Employees.

26 1.19 “PAGA” means Private Attorneys General Act.

27 1.20 “PAGA Employee(s)” means all persons who are Settlement Class Members who were
28 Employed by Defendant at any time from December 7, 2020, through the End Date.

1 1.21 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
2 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

3 1.22 “PAGA Period” means the time period from December 7, 2020, through the End Date.

4 1.23 “Parties” mean Defendant and Plaintiffs.

5 1.24 “Participating Class Member” means any and all Settlement Class Members who have not
6 made any timely request to opt-out of the Agreement.

7 1.25 “Preliminary Approval Date” means the date a signed order granting preliminary approval
8 of this Agreement is filed with or entered by the Court.

9 1.26 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
10 benefit of the Participating Class Members and/or PAGA Employees and from which the payments under
11 this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall
12 remain the property of Defendant until the payments required under the Agreement are made.

13 1.27 “Qualifying Pay Periods” are pay periods worked by PAGA Employees during the PAGA
14 Period in California. A Qualifying Pay Period shall include any pay period in which a PAGA Employee
15 worked at least one (1) day. The determination of a PAGA Employee’s Qualifying Pay Periods and
16 whether a PAGA Employee was actively employed in California in a particular pay period shall be
17 construed from Defendant’s records.

18 1.28 “Qualifying Workweeks” are weeks worked by Settlement Class Members during the
19 Settlement Class Period in California. Qualifying Workweeks shall be defined as the total length of service
20 (in days) in California during the Settlement Class Period divided by seven. The calculation of a Settlement
21 Class Member’s workweeks and a determination as to whether a Settlement Class Member was actively
22 employed in California in a particular workweek shall be construed from Defendant’s records.

23 1.29 “Released Class Claims” means the claims set forth in the Action, including, but not limited
24 to: (1) failure to pay overtime wages; (2) meal period violations; (3) rest period violations; (4) wage
25 statement violations; (5) failure to timely pay final wages; (6) failure to reimburse expenses; (7) failure to
26 pay minimum wages; (8) failure to pay all wages; (9) making unlawful deductions; (10) violation of Labor
27 Code section 2100, *et seq.*, and (11) claims for unfair competition based thereon, as well as any claims that
28 reasonably could have been asserted based on the facts alleged in the Action or any letter to the LWDA

1 concerning Defendant and the Class Representatives and/or the putative class, and claims for interest,
2 penalties (including but not limited to waiting time penalties), as well as any claims under the California
3 Labor Code that were asserted or reasonably could have been asserted based on the facts alleged in the
4 Action or Plaintiffs' letters to the LWDA for violations of Labor Code sections 201, 201.3, 201.5, 201.6,
5 201.9, 202, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218.6, 221, 222, 223, 226, 226.3, 226.7, 245, 245.8,
6 246, 246.5, 247, 248.5, 256, 351, 352, 353, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5,
7 1182.12, 1194, 1194.2, 1197 *et seq.*, 1197.1, 1198, 1198.5, 1199, 2100-2112, 2699.3, 2699.5, 2800, 2802,
8 2810.5 and California Code of Civil Procedure section 1021.5.

9 1.30 "Released PAGA Claims" means the PAGA claims asserted in the Action or Plaintiffs'
10 letters to the LWDA or that reasonably could have been asserted based on the facts alleged in the Action
11 or Plaintiffs' letters to the LWDA, whether or not asserted under California Labor Code and California
12 Industrial Welfare Commission Wage Orders for violations of Labor Code sections 96(k), 98.6, 201, 201.3,
13 201.5, 201.6, 201.7, 201.9, 202, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206,
14 206.5, 208, 209, 210, 212, 213(d), 216, 221, 222, 222.5, 223, 224, 226, 226(a), 226.3, 226.7, 227, 227.3,
15 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 245, 245.8, 246, 246.5, 247,
16 248.5, 256, 351, 352, 353, 403, 404(b), 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552,
17 558, 558.1, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021,
18 1021.5, 1024.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174, 1174.5, 1194, 1194.2, 1197 *et seq.*, 1197.1,
19 1197.5, 1198, 1198.3, 1198.5, 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297,
20 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5, 1695.55,
21 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32,
22 1700.40, 1700.47, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2100 *et seq.*, 2651, 2673, 2673.1, 2695.2,
23 2699, 2699.3, 2699.5, 2800, 2801, 2802, 2806, 2810, 2810.5, 2929, 3073.6, 6310, 6311, 6399.7, and
24 applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* PAGA
25 Employees cannot opt out of this waiver of claims.

26 1.31 "Released Parties" means Defendant and any of their past, present and future direct or
27 indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to Pacific
28 Coast Producers, as well as each of its past, present and future officers, directors, employees, partners,

1 members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could
2 be jointly liable with Defendant.

3 1.32 “Settlement Administrator” means and refers to Apex Class Action, LLC, the third-party
4 entity that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party
5 administrator agreed to by the Parties and approved by the Court for the purposes of administering this
6 Agreement. The Parties each represent that they do not have any financial interest in the Settlement
7 Administrator.

8 1.33 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
9 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
10 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
11 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees
12 associated with preparing, issuing and mailing any and all notices and other correspondence to Settlement
13 Class Members and/or PAGA Employees; all costs and fees associated with communicating with
14 Settlement Class Members and/or PAGA Employees, Settlement Class Counsel, and Defendant’s Counsel;
15 all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement
16 Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll
17 taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms
18 relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns
19 and any other filings required by any governmental taxing authority or agency; all costs and fees associated
20 with preparing any other notices, reports, or filings to be prepared in the course of administering Individual
21 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
22 in connection with the execution of its duties under this Agreement.

23 1.34 “Settlement Class” means all current and former non-exempt, California, hourly paid
24 employees of Defendant at any time from December 7, 2017, through the End Date.

25 1.35 “Settlement Class Counsel” means Justin P. Rodriguez, Galen T. Shimoda, and Renald
26 Konini of Shimoda & Rodriguez Law, PC, Jose R. Garay of Jose Garay, APLC, and Daniel J. Hyun of
27 Law Office of Daniel J. Hyun.

28 1.36 “Settlement Class Member” means any individual who is a member of the Settlement Class.

1 1.37 “Settlement Class Period” means the time period from December 7, 2017, through the End
2 Date.

3 **2. DESCRIPTION OF THE LITIGATION**

4 2.1 Prior to filing their respective lawsuits, Plaintiffs sent notice to the LWDA to exhaust
5 administrative remedies under the PAGA for alleged violations of the California Labor Code, including for
6 failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or pay meal
7 period premiums in lieu thereof, failure to provide rest periods or pay rest period premiums in lieu thereof,
8 failure to provide accurate wage statements, failure to pay final wages, failure to pay reimbursements for
9 expenses, failure to maintain accurate records, failure to provide paid sick leave, violation of quota laws,
10 and unlawful deductions. Plaintiff Elizabet Sanchez sent notice on November 24, 2021, and further
11 amended notices on March 20, 2023, and June 29, 2023. Plaintiff Griselda Ramirez sent notice on
12 November 10, 2022, and a further amended notice on April 13, 2023. The LWDA did not respond to the
13 notices within the statutorily required time frame and, as such, Plaintiffs became authorized to act as a
14 Private Attorneys General on all alleged PAGA claims.

15 2.2 On or about December 7, 2021, Plaintiff Sanchez filed a class action complaint in San
16 Joaquin County Superior Court on behalf of herself and similarly situated employees against Defendant.
17 Plaintiff Sanchez filed a First Amended Complaint on approximately February 14, 2022, to add a PAGA
18 cause of action based on the violations alleged in the November 24, 2021, notice to the LWDA on behalf
19 of herself and PAGA Employees. On or about March 29, 2023, Plaintiff Sanchez filed a Second Amended
20 Complaint to add additional claims under the PAGA cause of action based on the violations alleged in the
21 March 20, 2023, notice to the LWDA. On or about November 18, 2022, Plaintiff Ramirez filed a separate
22 class action complaint in San Joaquin County Superior Court on behalf of herself and similarly situated
23 employees against Defendant. Plaintiff Ramirez filed a First Amended Complaint on approximately
24 February 1, 2023, to add a PAGA cause of action based on the violations alleged in the November 10,
25 2022, notice to the LWDA. Both lawsuits alleged wage and hour violation and/or PAGA claims based on
26 the alleged violations of the California Labor Code outlined above as well as derivate claims for unfair
27 competition under the California Business and Professional Code sections 17200 *et seq.* On or about
28 September 19, 2023, Plaintiffs filed a Third Amended Complaint in this lawsuit, consolidating all claims,

1 causes of action, parties, and allegations in the Action.

2 2.3 Through informal discovery, Defendant and Defendant’s Counsel provided copies of all
3 applicable versions of its policies and procedures, employee handbooks, and all payroll data for all
4 Settlement Class Members, including their timecard data, paystub data, rates of pay, workweeks, and pay
5 periods. Settlement Class Counsel independently investigated all aspects of the claims through interviews
6 of Settlement Class Members, former managerial employees, investigation of applicable collective
7 bargaining agreements, and other pertinent information relating to the alleged claims.

8 2.4 On June 26, 2023, mediation was held with Hon. Ann I. Jones (Ret.). At the conclusion of
9 the mediation, a settlement covering all claims in the Action was reached. At all times, the settlement
10 negotiations have been non-collusive, adversarial, and at arm’s length. To facilitate a more efficient, cost
11 effective approval process, the Parties agreed to consolidate the Action into Plaintiff Sanchez’s lawsuit.

12 2.5 Discussions between Plaintiffs and Settlement Class Counsel, between counsel for the
13 Parties, document productions, extensive legal analysis, the provision of information by Defendant and the
14 detailed analysis of the records have permitted each side to assess the relative merits of the claims and the
15 defenses to those claims.

16 2.6 In the Action, Plaintiffs contend that Defendant violated California law by: (1) failing to
17 pay overtime wages, (2) failing to provide meal periods or pay meal period premiums in lieu thereof, (3)
18 failing to provide rest periods or pay rest period premiums in lieu thereof, (4) failing to provide accurate
19 wage statements, (5) failing to timely pay final wages, (6) failing to pay reimbursements for expenses, (7)
20 failing to pay minimum wage for all hours worked, (8) failing to pay all wages due, (9) engaging in
21 violations of quota laws, (10) making unlawful deductions, (11) engaging in unfair competition, and (12)
22 committing PAGA violations. Defendant has denied each of Plaintiffs’ claims and Defendant has denied
23 that this Action is appropriate for class certification for anything other than settlement purposes. The
24 agreed upon Gross Settlement Amount was reached after evaluating the Parties’ theories of potential
25 exposure for and defenses to the underlying claims and the class data supporting these claims. The Parties,
26 with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on
27 Defendant’s factual and legal contentions and defenses.

28 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery

1 and the information exchanged to date, are more than sufficient to assess the merits of the respective
2 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Settlement Class
3 Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled
4 in a manner and upon such terms and conditions set forth herein in order to avoid further expense,
5 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
6 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
7 Plaintiffs, Settlement Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the
8 Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all
9 known facts and circumstances.

10 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

11 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
12 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
13 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
14 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
15 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
16 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
17 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
18 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
19 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
20 evidence that may be applicable.

21 3.2 Defendant has denied all claims as to liability, damages, liquidated damages, penalties,
22 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant
23 has agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
24 the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to
25 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
26 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
27 any and all other potential defenses or privileges.

28 ///

1 **4. SCOPE OF THE CLASS**

2 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
3 obligations and duties required under the Agreement shall include all Settlement Class Members as defined
4 in Sections 1.34 and 1.36 and all PAGA Employees as defined in Section 1.20. However, the scope of the
5 class shall not include any Settlement Class Members who submit valid and timely requests to opt-out of
6 the Agreement and settlement, as set forth in Section 7.5.1.

7 4.2 Only Participating Class Members and PAGA Employees are entitled to recover under this
8 Agreement.

9 4.3 Any person who believes that he or she is a Settlement Class Member or PAGA Employee
10 and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her
11 name did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit
12 a data request to the Settlement Administrator. The data request must contain all of the following
13 information: (a) the full name and, if applicable, Social Security Number of the individual making the
14 request; (b) the name used by such employee as of the time his or her employment with Defendant ended;
15 (c) the individual's dates of employment with Defendant; and (d) a return address to which a response may
16 be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
17 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
18 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event
19 more than two business days) transmit the data requests to Defendant's Counsel and request that Defendant
20 review its records.

21 4.4 If Defendant agrees that the person listed in a data request is a Settlement Class Member
22 and/or PAGA Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
23 person who submitted the data request, at the address designated for that purpose in the data request. All
24 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent
25 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
26 in response shall be treated by the Settlement Administrator as a Settlement Class Member and/or PAGA
27 Employee for all other purposes.

28 4.5 If Defendant does not agree that the person listed in a data request is a Settlement Class

1 Member and/or PAGA Employee, Defendant's Counsel and Settlement Class Counsel shall attempt to
2 resolve any such dispute in good faith within seven (7) calendar days of Settlement Class Counsel being
3 advised in writing of the data request dispute. Defendant's records shall control unless the individual
4 submitting the data request provides persuasive evidence to doubt the accuracy of those records. Each data
5 request dispute that Defendant's Counsel and Settlement Class Counsel cannot timely resolve shall be
6 resolved by the Settlement Administrator. The Settlement Administrator must accept and weigh all the
7 evidence provided in a good faith attempt to resolve the dispute. The Settlement Administrator must
8 resolve any dispute submitted to it within seven (7) calendar days after Defendant's Counsel and Settlement
9 Class Counsel submit the dispute to the Settlement Administrator. The decision by the Settlement
10 Administrator shall be final as between the parties, subject to Court review.

11 **5. TERMS OF THE SETTLEMENT**

12 The Parties agree as follows:

13 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
14 Section 6, Defendant shall pay the Gross Settlement Amount (\$2,053,000.00). Funding of the Gross
15 Settlement Amount shall occur within ten (10) calendar days after the Effective Date to be held in trust in
16 a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating
17 Class Members, PAGA Employees, all attorneys' fees, costs and litigation expenses related to the Action
18 incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering
19 the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement,
20 the Enhancement Payments to the Class Representatives and the PAGA Payment. Any monies necessary
21 to satisfy Defendant's tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage
22 payments) on any monies distributed to Participating Class Members will be paid in addition to the Gross
23 Settlement Amount. In no event shall Defendant be liable for the payment of any amounts exceeding the
24 Gross Settlement Amount with the exception of the employer's share of payroll taxes due and payable as
25 a result of this Settlement.

26 5.2 Attorneys' Fees and Costs: Settlement Class Counsel will apply to the Court for attorney's
27 fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount.
28 Defendant will not oppose Settlement Class Counsel's application for attorneys' fees so long as it does not

1 exceed the 35% threshold. Settlement Class Counsel will also be entitled to reimbursement for advanced
2 litigation expenses not to exceed \$30,000, which shall be paid from the Gross Settlement Amount.
3 Defendant will not oppose Settlement Class Counsel's request for reimbursement for advanced litigation
4 expenses so long as they do not exceed the \$30,000 threshold. The Settlement Administrator will issue
5 Settlement Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement.
6 In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the
7 requested amounts not awarded to Settlement Class Counsel shall be added to the Net Settlement Amount
8 to be distributed to Participating Class Members on a pro rata basis. Any reduction by the Court of
9 Settlement Class Counsel's requested attorneys' fees and/or reasonable costs/expenses shall not be
10 sufficient grounds to void the Settlement.

11 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
12 Gross Settlement Amount and shall not exceed \$50,000. The difference between any actual costs and the
13 allocated \$50,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
14 Members on a pro rata basis.

15 5.4 Enhancement Payment: Settlement Class Counsel, on behalf of the Class Representatives,
16 shall apply to the Court for an Enhancement Payment to the Class Representatives in an amount not to
17 exceed Fifteen Thousand Dollars (\$15,000) each to compensate for the risks, time, and expense of their
18 involvement in the Action and securing the benefits of this Agreement for Settlement Class Members. The
19 Enhancement Payment is in addition to the Individual Settlement Amount the Class Representatives would
20 otherwise be due under the Agreement as Participating Class Members. Defendant will not oppose
21 Settlement Class Counsel's request for the Enhancement Payments, so long as they do not exceed the
22 amounts stated herein. The Enhancement Payments will be designated as a non-wage payment and
23 reported on an IRS Form 1099-MISC. In the event that the Court awards less than the amount requested,
24 then any portion of the requested Enhancement Payments not awarded to the Class Representatives shall
25 be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.
26 Any reduction by the Court of the requested Enhancement Payments shall not be sufficient grounds to void
27 the Settlement.

28 5.5 PAGA Payment: One Hundred Thousand Dollars (\$100,000) of the Gross Settlement

1 Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA
2 Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to PAGA Employees on
3 a pro rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated
4 PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating Class
5 Members on a pro rata basis.

6 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
7 Payment allocated to Participating Class Members and/or PAGA Employees that were not claimed by
8 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
9 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine
10 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason. Because
11 the Agreement provides for the complete distribution of the Gross Settlement Amount, there will be no
12 unclaimed cash residue, unclaimed, or abandoned funds under California Civil Procedure Code section 384
13 pursuant to *In re Microsoft I-V Cases*, 135 Cal.App.4th 706 (2006).

14 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
15 Participating Class Members and PAGA Employees shall be deemed to be income solely in the year in
16 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
17 Individual Settlement Amounts will not entitle any Participating Class Member or PAGA Employee to any
18 new or additional compensation or benefits under any company bonus or other compensation or benefit
19 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
20 Class Member or PAGA Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
21 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement
22 Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Participating
23 Class Members and PAGA Employees in connection with this Agreement (notwithstanding any contrary
24 language or agreement in any benefit or compensation plan document that might have been in effect during
25 the period covered by this Agreement).

26 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and PAGA
27 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
28 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for

1 approved attorneys' fees and costs, any Enhancement Payment to the Class Representatives, the Settlement
2 Administrator Costs, and the PAGA Payment. Each Settlement Class Member's share will be initially
3 determined by dividing their total Qualifying Workweeks within the Settlement Class Period by the total
4 Qualifying Workweeks of all Settlement Class Members within that same period. That fraction will then
5 be multiplied by the Net Settlement Amount to arrive at the Settlement Class Member's individual share
6 of the Net Settlement Amount. Any funds allocated to Settlement Class Members under this formula who
7 timely opt out of the Settlement will be redistributed to Participating Class Members on a pro rata basis,
8 *i.e.* each Participating Class Member's share will be determined by dividing their total Qualifying
9 Workweeks within the Settlement Class Period by the total Qualifying Workweeks of all Participating
10 Class Members during that same period and that fraction will then be multiplied by the Net Settlement
11 Amount to arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each
12 PAGA Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their
13 total Qualifying Pay Periods within the PAGA Period by the total Qualifying Pay Periods by all PAGA
14 Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA
15 Payment to arrive at the PAGA Employee's individual share. A PAGA Employee will receive their
16 individual share of the PAGA Payment regardless of whether they opt out of being a Settlement Class
17 Member.

18 5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to
19 Participating Class Members and/or PAGA Employees reflect a settlement of a dispute over claimed
20 penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes
21 on the amounts paid to Participating Class Members as wages as well as calculating all required
22 withholdings and deductions from said wage payments. The characterization of Individual Settlement
23 Amounts to Participating Class Members and PAGA Employees are as follows:

24 5.9.1 Twenty Percent (20%) of each Participating Class Members' share of the Net
25 Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required
26 employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion
27 of their Individual Settlement Amount.

28 5.9.2 Eighty Percent (80%) of each Participating Class Members' share of the Net

1 Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be
2 deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not
3 wages, for which the Participating Class Members shall receive an IRS Form 1099-MISC.

4 5.9.3 The entirety (100%) of each PAGA Employee's share of the 25% portion of the
5 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
6 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
7 which the PAGA Employees shall receive an IRS Form 1099-MISC.

8 5.10 Participating Class Members and PAGA Employees shall be solely responsible for the
9 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
10 payments made pursuant to this Agreement, and shall hold the Parties, Settlement Class Counsel, and
11 Defendant's Counsel free and harmless from any claims resulting from treatment of such payments as non-
12 taxable, including the treatment of such payments as not subject to withholding or deduction for payroll
13 and employment taxes. No party has made any representation to any of the other Parties as to the taxability
14 of any payments pursuant to this Agreement, including the payments to Participating Class Members, the
15 payments to PAGA Employees, the payments to Settlement Class Counsel, the payments to the Class
16 Representatives, the payroll tax liability of Defendant, or the allocation of the Net Settlement Amount or
17 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
18 implications of any provision of this Agreement.

19 5.11 No Additional Contribution by Defendant: Defendant's monetary obligation under this
20 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
21 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
22 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
23 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
24 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
25 not meet the standards for settlement approval, then Defendant and Plaintiff shall be equally responsible
26 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and
27 the date of such event.

28 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement

1 only, certification of the class as defined in Section 1.36 and 4.1 is appropriate and the requisites for
2 establishing class certification have been met and are met.

3 5.13 Adequacy of Settlement Class Counsel and Class Representatives: The Parties agree that,
4 for purposes of settlement only, Settlement Class Counsel and Plaintiffs are adequate representatives for
5 Settlement Class Members and PAGA Employees.

6 **6. RELEASE**

7 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
8 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims
9 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their
10 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released
11 Class Claims against any of the Released Parties.

12 6.2 Release of Claims by PAGA Employees: Upon the Effective Date, all PAGA Employees
13 will be deemed to fully, finally and forever release the Released PAGA Claims as to all Released Parties.
14 In addition, on the Effective Date, all PAGA Employees and their successors in interest will be permanently
15 enjoined and forever barred from prosecuting any of the Released PAGA Claims against any of the
16 Released Parties. PAGA Employees cannot opt out of this waiver of PAGA claims.

17 6.3 The claims released by Participating Class Members and PAGA Employees will include
18 any claims for injunctive relief, declaratory relief, restitution, alleged or that could reasonably have been
19 alleged under the facts asserted in the Action or Plaintiffs' letters to the LWDA.

20 6.4 Release by Plaintiffs: Upon the Effective Date, Plaintiffs will be deemed to fully, finally
21 and forever release the Released Class Claims, Released PAGA Claims, and Class Representatives'
22 Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiff and any successors
23 in interest will be permanently enjoined and forever barred from prosecuting any of the Released Class
24 Claims, Released PAGA Claims, and Class Representatives' Released Claims against any of the Released
25 Parties.

26 **7. SETTLEMENT ADMINISTRATION**

27 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
28 1) receiving Settlement Class Member and PAGA Employee contact information and confirming addresses

1 are valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the
2 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate
3 any individual Settlement Class Members and PAGA Employee whose address or contact information as
4 provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to
5 Settlement Class Members; 4) providing notification to the appropriate state and federal officials of this
6 Agreement as required under the law; 5) receiving, independently reviewing, and resolving any challenges
7 (in consultation with Settlement Class Counsel and Defendant's Counsel) from Settlement Class Members
8 or PAGA Employees, including any associated documentation, regarding their Qualified Workweek and/or
9 Qualified Pay Period calculations; 6) receiving and serving on Settlement Class Counsel, Defendant's
10 Counsel, and the Court, copies of any written objections, and/or any opt out statements; 7) establishing a
11 toll free telephone line and responding to inquiries and requests for information or assistance from
12 Settlement Class Members and/or PAGA Employees; 8) maintaining a QSF; 9) determining and paying
13 the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs,
14 awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any
15 Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Settlement
16 Class Members or PAGA Employees; 10) determining the validity of any disputes or late opt-outs by
17 previously unidentified Settlement Class Members or PAGA Employees; 11) paying any residual funds
18 from uncashed checks; 12) reporting to Settlement Class Counsel and Defendant's Counsel regarding the
19 statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the
20 number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the
21 number of total undeliverable Notice of Settlements; (e) the number of address traces performed for
22 undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced
23 addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the
24 number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court
25 regarding the final statistics of the administration and compliance with all payment obligations under the
26 Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual
27 Settlement Amounts to Participating Class Members and PAGA Employees; and 15) carrying out other
28 related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes

1 relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the
2 Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this
3 Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

4 7.2 Notice to Settlement Class Members and PAGA Employees: The Notice of Settlement will
5 be sent to Settlement Class Members and PAGA Employees in both English and Spanish. The Notice of
6 Settlement will provide Settlement Class Members and PAGA Employees with a summary of the terms
7 and conditions of the Agreement, how to participate in the settlement, how to object to the Agreement, how
8 to dispute the individual's Qualifying Workweeks and/or Qualifying Pay Periods, and how to opt-out from
9 the Agreement. The Notice of Settlement will also inform Settlement Class Members and PAGA
10 Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees and costs
11 allocations, any proposed Enhancement Payments, proposed Settlement Administrator Cost allocations,
12 proposed PAGA Payment allocations, the scope of the class, the nature and extent of the released claims,
13 dates set for a fairness hearing and hearing on Settlement Class Counsels' motion for attorneys' fees and
14 costs. The Notice of Settlement shall include information regarding Class Members' and PAGA
15 Employees' estimated Individual Settlement Amount. The Notice of Settlement will provide information
16 on how to access electronic copies online of the Notice of Settlement, any motions for approval of the
17 Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court
18 directs.

19 7.3 Class Member Data and Mailing: No later than sixty (60) calendar days after the
20 Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the name, last
21 known mailing address, last known telephone number, Social Security Number, Qualifying Workweeks
22 and Qualifying Pay Periods for each Class Member and PAGA Employee, and any other information the
23 Settlement Administrator needs to effectuate notice to Settlement Class Members and PAGA Employees
24 as outlined herein. The Settlement Administrator shall review the data to determine the number of
25 Qualifying Workweeks and Qualifying Pay Periods for each Class Member and PAGA Employee. No
26 later than twenty-one (21) calendar days after receipt of such address information, the Settlement
27 Administrator will perform a national change of address ("NCOA") search, update the addresses per the
28 results of the NCOA search, and then mail the Notice of Settlement, substantially in the form attached as

1 Exhibit 1, to each Class Member and PAGA Employee by first-class mail, postage prepaid. The Settlement
2 Administrator shall maintain all information received from Defendant confidential to itself, and
3 Defendant's Counsel. However, Settlement Class Counsel shall be able to review the breakdown of
4 Qualified Workweeks, Qualified Pay Periods, and estimated Individual Settlement Amounts for Settlement
5 Class Members and PAGA Employees prior to mailing for quality assurance provided the personal
6 identifying information is redacted and/or omitted.

7 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
8 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
9 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
10 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
11 attempt to determine a correct address using a skip-trace, computer or other search using the name, address
12 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within
13 five (5) calendar days to any more recent address found as a result of the search. Following each search
14 that does not result in a corrected address, for those Settlement Class Members who appear to be current
15 employees of Defendant at the time of the Preliminary Approval Date, the Settlement Administrator shall
16 contact Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Settlement
17 Administrator's reasonable efforts to obtain valid mailing addresses for Settlement Class Members to the
18 extent they are active employees of Defendant. In the event the Notice of Settlement is forwarded to a new
19 address and/or re-mailed to a Settlement Class Member, the deadline for the Settlement Class Member to
20 submit any request to opt-out, a dispute, or an objection shall be the end of the Notice Period or fifteen (15)
21 calendar days from the date of the re-mailing/forwarding to a new address, whichever is later. In the event
22 the procedures in this Section are followed and the Settlement Class Member does not timely and properly
23 request to opt-out, the Settlement Class Member shall be bound by all terms of the Agreement, including
24 the releases contained in Section 6.

25 7.5 Responses to Notice of Settlement:

26 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Settlement Class Members
27 who wish to exclude themselves from the Agreement must submit a request to opt-out as provided in this
28 Section. The request to opt-out must (a) state the Settlement Class Member's full name and date of birth;

1 (b) a statement that he or she does not want to be a Settlement Class Member, does not want to participate
2 in the settlement, and/or wants to be excluded from the settlement; (c) identify the case name and number
3 (*i.e. Sanchez, et al. v. Pacific Coast Producers*, Case No. STK-CV-UOE-2021-11106); (d) be signed; and
4 (e) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in
5 Section 7.4. The Settlement Class Member must personally sign the request to opt-out. No request to opt-
6 out may be made on behalf of a group of Settlement Class Members. The date of the postmark on the
7 return-mailing envelope shall be the exclusive means used to determine whether a request to opt-out has
8 been timely submitted. Any Settlement Class Member who requests to opt-out of the Agreement will not
9 be entitled to any portion of the Net Settlement Amount nor will they have any right to object, appeal or
10 comment thereon. The name of any Settlement Class Member who submits a valid and timely opt-out
11 request will be specifically identified in any proposed order granting final approval. Settlement Class
12 Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the
13 Agreement and any order or final judgment thereon. Regardless of whether an PAGA Employee opts out
14 of being a Class Member, they will still receive their share of the PAGA Payment as PAGA Employees
15 cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

16 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes to
17 object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
18 objections to the Settlement Administrator and also serve copies of the objections on Settlement Class
19 Counsel and Defendant’s Counsel. The Notice of Settlement shall make clear that the Court can only
20 approve or deny the Agreement, not change the terms of the Agreement. The objection must (a) state the
21 Settlement Class Member’s full name and date of birth; (b) provide evidence that the individual is, in fact,
22 a Settlement Class Member; (c) state the reasons for the objection(s), including any supporting
23 documentation; (d) identify the case name and number (*i.e. Sanchez, et al. v. Pacific Coast Producers*,
24 Case No. STK-CV-UOE-2021-11106); (e) be signed; and (f) be post-marked no later than the conclusion
25 of the Notice Period or the re-mailing timeline stated in Section 7.4. The Notice of Settlement will inform
26 the Settlement Class Member that they should also file a notice of intent to appear with the Court and serve
27 the notice on Settlement Class Counsel and Defendant’s Counsel, if they intend to appear at the final
28 approval hearing.

1 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
2 Workweeks or Qualifying Pay Periods on the Notice of Settlement shall contact the Settlement
3 Administrator. The dispute must (a) identify the nature of the dispute; (b) provide any information or
4 documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than the conclusion
5 of the Notice Period or the re-mailing timeline stated in Section 7.4. The Settlement Administrator shall
6 promptly (in no event more than two business days) forward all such disputes to Defendant's Counsel and
7 request that Defendant review the dispute. Defendant's records shall presumptively control unless the
8 Class Member can produce documentation evidencing other periods of employment worked. If Defendant
9 agrees with the submitted information, the Settlement Class Member shall be credited or subtracted
10 Qualifying Workweeks and/or Qualifying Pay Periods in accordance with their submitted dispute and that
11 final number of Qualified Workweeks and/or Qualifying Pay Periods shall govern the calculation of that
12 Settlement Class Member's Individual Settlement Amount. If Defendant disagrees with the submitted
13 information, Defendant's Counsel will promptly advise Settlement Class Counsel of the dispute, which
14 includes turning over any documentation submitted by the Settlement Class Member as part of the dispute.
15 Defendant's Counsel and Settlement Class Counsel shall attempt in good faith to resolve any such dispute
16 within five (5) calendar days of Settlement Class Counsel being advised of the dispute. Each dispute that
17 Defendant's Counsel and Settlement Class Counsel cannot timely resolve shall be resolved by the
18 Settlement Administrator, subject to Court review.

19 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
20 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
21 Administrator shall mail a letter to the Settlement Class Member within five (5) calendar days informing
22 them of the deficiency. If a deficiency letter is mailed to a Settlement Class Member, the deadline for the
23 Settlement Class Member to cure the deficiency shall be the end of the Notice Period or fifteen (15)
24 calendar days from the date of the deficiency letter, whichever is later.

25 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
26 to 7.5.4 shall constitute due and sufficient notice to Settlement Class Members of the Action and the
27 Agreement and shall satisfy Settlement Class Members' due process rights. Nothing else shall be required
28 of the Parties, Settlement Class Counsel, or Defendant's Counsel to provide notice of the proposed

1 Agreement.

2 7.7 Settlement Administrator Declaration Regarding Notice Period: Within twenty-one (21)
3 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide
4 Settlement Class Counsel and Defendant’s Counsel with a signed declaration under penalty of perjury
5 providing a complete and detailed report regarding the statistics and responses of settlement administration
6 to date and all the Settlement Administrators’ obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

7 7.8 Settlement Administrator Payments to Participating Class Members, Settlement Class
8 Counsel and Plaintiff: Within twenty-one (21) calendar days after the Final Approval Date and the Court’s
9 determination of the amount of attorneys’ fees and costs payable to Settlement Class Counsel, the
10 Enhancement Payments payable to the Class Representatives, the PAGA Payment, and Settlement
11 Administrator Costs, the Settlement Administrator shall calculate the final Net Settlement Amount, the
12 final Individual Settlement Amounts for Participating Class Members and/or PAGA Employees, any
13 applicable taxes thereon, and report the results of these calculations Settlement Class Counsel and
14 Defendant’s Counsel. Defendant shall wire the Gross Settlement Amount and applicable taxes necessary
15 to fund the Settlement as described in Section 5.1 to the Settlement Administrator within ten (10) calendar
16 days after the Effective Date to be to be held in trust in a QSF. Within fourteen (14) calendar days after
17 Defendant funds the settlement, the Settlement Administrator shall deliver payment of Settlement Class
18 Counsels’ attorney’s fees and costs, the Enhancement Payments payable to the Class Representatives, the
19 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs, and payment
20 to Participating Class Members and/or PAGA Employees as required under this Agreement and approved
21 by Court.

22 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys’ fees and
23 costs to Settlement Class Counsel unless another method is requested by Settlement Class Counsel.
24 Settlement Class Counsel shall provide the Settlement Administrator with the pertinent taxpayer
25 identification number and payment instructions after the Final Approval Date.

26 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
27 Enhancement Payments to the Class Representatives, care of Settlement Class Counsel unless another
28 method is requested by Settlement Class Counsel.

1 7.8.3 Only Participating Class Members and PAGA Employees will receive their
2 Individual Settlement Amount.

3 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
4 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
5 Agreement. Defendant agree to reasonably cooperate with the Settlement Administrator to the extent
6 necessary to determine the amount of the payroll tax payment required.

7 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
8 issue Individual Settlement Amounts to Participating Class Members and PAGA Employees in the form
9 of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar
10 days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and
11 funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Settlement
12 Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

13 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
14 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members
15 and PAGA Employees to cash their settlement checks, the Settlement Administrator shall provide
16 Settlement Class Counsel and Defendant’s Counsel with a signed declaration under penalty of perjury
17 providing a complete and detailed report regarding the settlement administration documenting that all
18 payments under the Agreement have been made, that the Court’s final approval order has been complied
19 with, and that all the obligations of the Settlement Administrator have been completed.

20 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

21 8.1 The schedule may be modified depending on whether and when the Court grants necessary
22 approvals, orders notice to Settlement Class Members and PAGA Employees, and sets further hearings.
23 The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement
24 as described above. In the event of such modification, the Parties shall cooperate to complete the settlement
25 procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and
26 payment procedures carrying out the Agreement is as follows:

27 ///

28 ///

1	Last day for Defendant to provide Settlement Administrator with Settlement Class Member and PAGA Employee information	Within 60 calendar days after the Preliminary Approval Date
2		
3		
4	Last day for Settlement Administrator to complete NCOA search, update Settlement Class Member and PAGA Employee mailing information, and mail Notice of Settlement	Within 21 calendar days after the Settlement Administrators' receipt of Settlement Class Members' information from Defendant
5		
6		
7	Last day for Settlement Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 15 calendar days after Notice of Settlement is re-mailed, whichever is later
8		
9		
10	Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 21 calendar days after end of the Notice Period
11		
12		
13	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or PAGA Employees, any applicable taxes thereon, and report the results of these calculations to Settlement Class Counsel and Defendant's Counsel	Within 21 calendar days after the Final Approval Date
14		
15		
16		
17	Last day for Defendant to fund settlement	Within 10 calendar days after the Effective Date
18		
19		
20	Last day for Settlement Administrator to deliver payment of Settlement Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to PAGA Employees	Within 14 calendar days after Defendant has funded the settlement
21		
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23		
24	Last day for Participating Class Members and PAGA Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Employees
25		
26	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
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Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline
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9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within two weeks of signing this Agreement Settlement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendant's Counsel. Defendant's Counsel will provide comments and/or proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Settlement Class Counsel. With regard to the final approval documents, a similar two-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Settlement Class Members and PAGA Employees; 4) Preliminarily appointing Plaintiff and Settlement Class Counsel as representatives of Settlement Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Settlement Class Counsel; and 8) Scheduling a fairness hearing on the question of whether the proposed

1 Agreement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members.

2 9.1.2 Defendant shall not oppose Plaintiffs' motion for approval of the proposed
3 Agreement.

4 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
5 the process of giving Settlement Class Members notice and opportunity to object to the Agreement, as
6 necessary and appropriate to assure effective communication to individual Settlement Class Members of
7 information about their rights and obligations under this Agreement.

8 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
9 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
10 any, may be heard. Settlement Class Counsel shall provide the Court as part of the motion for final approval
11 of the Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of
12 the Notice of Settlement required to be mailed to Settlement Class Members by this Agreement, and of the
13 delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts. The
14 Settlement Administrator declaration shall identify, by name, any Settlement Class Member who submitted
15 a timely and valid request to opt out during the Notice Period.

16 9.2.1 Settlement Class Counsel and Defendant shall work in good faith to draft a mutually
17 agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final
18 Judgment. The Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final
19 Judgment shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to
20 be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving
21 the payment of an Enhancement Payment to the Class Representatives; 3) Approving Settlement Class
22 Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation
23 expenses; 4) Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain
24 jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's
25 orders.

26 9.2.2 Following entry of the Court's order granting final approval of the Agreement, the
27 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:
28 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement

1 be filed, all parties will support the final approval order on appeal or otherwise; 2) Settlement Class Counsel
2 will assist the Settlement Administrator as needed or requested in the process of identifying and locating
3 Participating Class Members and PAGA Employees entitled to payments under the Agreement and
4 assuring delivery of such payments; 3) Settlement Class Counsel and Defendant’s Counsel will cooperate
5 with each other and assist the Settlement Administrator as needed or requested in completing the
6 distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Settlement Class
7 Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all
8 payments required to be made by this Agreement.

9 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
10 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and
11 PAGA Settlement and Final Judgment.

12 9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development
13 Agency (“LWDA”) of this settlement in accordance with Labor Code § 2699(1)(2).

14 **10. MISCELLANEOUS TERMS**

15 10.1 Defendant’s Right to Withdraw Based on Opt-Outs: If 10% or more of Settlement Class
16 Members have submitted proper and timely requests to opt-out in accordance with the provisions of the
17 Agreement, Defendant may rescind the Agreement and all actions taken in its furtherance will be thereby
18 null and void. Defendant must exercise this right of rescission, in writing, to Settlement Class Counsel,
19 within fifteen (15) calendar days after the Settlement Administrator notifies the Parties of the total number
20 of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by
21 Defendant.

22 10.2 Escalator Clause: Defendant has represented that there are no more than 342,079 Qualified
23 Workweeks from December 7, 2017, through March 6, 2023, based on the available records as well as
24 reasonable extrapolation within the relevant time period. If the final number of Qualified Workweeks
25 worked by Settlement Class Members prior to preliminary approval exceeds 376,287 (110% of the
26 estimated number) at the time of preliminary approval, then the Gross Settlement Amount will increase
27 proportionally for workweeks over 376,287. However, if the final number of Qualified Workweeks
28 exceeds 376,287 (110% of the estimated number), Defendant shall have the option to shorten the

1 Settlement Class Period to an alternative end date to reduce the number of workweeks below 376,287
2 and avoid application of this escalator clause. This shall be determined by Defendant prior to hearing on
3 the motion for preliminary approval.

4 10.3 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
5 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
6 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
7 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
8 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
9 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
10 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
11 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
12 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
13 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
14 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
15 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
16 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
17 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
18 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
19 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
20 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
21 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
22 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
23 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
24 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
25 THIS AGREEMENT.

26 10.4 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
28 any person or entity any portion of any liability, claim, demand, action, cause of action or right released

1 and discharged in this Agreement.

2 10.5 Waiver of Appeal and Ability to Opt-Out: To the extent permitted by applicable law, by
3 signing this Agreement Defendant is waiving any rights to appeal from the Court’s approval of the
4 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
5 Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

6 10.6 Right to Terminate Upon Material Modification: Subject to the obligation(s) of mutual full
7 cooperation set forth in this Settlement Agreement, either Plaintiffs or Defendant may terminate this
8 Settlement if, after submitting the settlement for approval to the Court as set forth herein, the Court declines
9 to enter the preliminary approval order, the final approval order, or judgment in substantially the form
10 submitted by the Parties, or if an appeal opposing the judgment is not ultimately dismissed or resolved
11 without upholding the settlement in substantially the form submitted by the Parties. The terminating party
12 shall give to the other party (through its/their counsel) written notice of its decision to terminate no later
13 than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. The
14 parties shall work together in good faith to re-submit any settlement approval or defend against any
15 potential appeals challenging this Settlement. Termination shall have the following effects:

16 10.6.1 The Settlement Agreement shall be terminated and shall have no force or
17 effect, and no party shall be bound by any of its terms.

18 10.6.2 In the event the Settlement Agreement is terminated, Defendant shall have
19 no obligation to make any payments to any party, Settlement Class Member, PAGA Employee or
20 attorney. If there are any fees incurred by the Settlement Administrator and the settlement is terminated
21 by Defendant, Defendant shall solely be responsible for any costs and fees incurred by the Settlement
22 Administrator.

23 10.6.3 The preliminary approval order, final approval order and judgment shall be
24 vacated.

25 10.6.4 The Agreement and all negotiations, statements and proceedings relating
26 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their
27 respective positions prior to entering into the Settlement.

28 10.6.5 Except as otherwise discoverable, neither this Agreement nor any ancillary

1 documents, actions, statements or filings in furtherance of settlement (including all matters associated
2 with the mediation) shall be admissible or offered into evidence in the Action or any other lawsuit for any
3 purpose whatsoever.

4 10.7 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
5 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
6 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

7 10.8 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
8 be entered according to this Agreement. The Parties stipulate and agree that the San Joaquin County
9 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil
10 Procedure Code section 664.6 and that the prevailing party in any action necessary to enforce the terms of
11 the Agreement after default by the other party may recover reasonable attorney's fees and costs related
12 thereto.

13 10.9 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
14 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution
15 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
16 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
17 contemplated by this Agreement and any other efforts that may become necessary by Court order, or
18 otherwise, to effectuate this Agreement and the terms set forth herein.

19 10.10 No Admission of Liability: Neither the acceptance nor the performance by Defendant of
20 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
21 be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the
22 Complaint, the representative character of the Action, the validity of any of the claims that were or could
23 have been asserted by Plaintiffs and/or Settlement Class Members in the Action, or of any liability or guilt
24 of Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission
25 by Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Settlement Class
26 Members, or any other person, and Defendant specifically disclaim any liability, culpability, negligence,
27 or wrongdoing toward Plaintiffs, the Settlement Class Members, or any other person. Each of the Parties
28 has entered into this Stipulation with the intention to avoid further disputes and litigation.

1 10.11 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
2 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
3 third business day after mailing by United States certified mail, return receipt requested, addressed as
4 follows:

5 To Plaintiff and the Class:
6 Galen T. Shimoda, Justin P. Rodriguez and Renald Konini
7 Shimoda & Rodriguez Law, PC
8 9401 East Stockton Blvd., Suite 120
9 Elk Grove, CA 95624

10 Jose R. Garay
11 Jose Garay, APLC
12 249 E. Ocean Blvd. #814
13 Long Beach, CA 90802

14 Daniel J. Hyun
15 Law Office of Daniel J. Hyun
16 1100 West Town and Country Road, Suite 1250
17 Orange, California 92868
18 Telephone: (949) 590-4122
19 Facsimile: (949) 528-2596

20 To Defendant:
21 John H. Adams, Jr.
22 Littler Mendelson, P.C.
23 500 Capitol Mall, Suite 2000
24 Sacramento, California 95814
25 Telephone: 916.830.7200
26 Fax No.: 916.561.0828

27 10.12 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
28 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
party or its counsel participated in the drafting of this Agreement.

 10.13 Attorneys' Fees and Costs Limitations: Neither Settlement Class Counsel nor any other
attorneys acting for, or purporting to act for, Settlement Class Members, or Plaintiffs, may recover or seek
to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement
Amount except as expressly provided in this Agreement.

 10.14 No Modifications: This Agreement may be amended or modified only by a written
instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be

1 discharged except by performance in accordance with its terms.

2 10.15 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
3 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
4 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
5 to effectuate its terms and to execute any other documents required to effectuate the terms of this
6 Agreement.

7 10.16 Class Member Signatories: Because the Action has not yet been certified, and the
8 Settlement Class Members are so numerous, the Parties agree that it is impossible or impractical to have
9 each Class Member sign this Agreement. It is agreed that, for purposes of seeking approval of the
10 Agreement, this Agreement may be executed on behalf of all Settlement Class Members by the Class
11 Representatives.

12 10.17 Counterparts: This Agreement shall become effective upon its execution by all of the
13 undersigned. Plaintiff, Settlement Class Counsel, Defendant and Defendant's Counsel may execute this
14 Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each
15 had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the
16 same force and effect of originals.

17 10.18 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
18 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
19 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
20 and governed by, the substantive laws of the State of California without giving effect to that State's choice
21 of law principles.

22 10.19 Headings and Captions: Section titles or captions contained in the Agreement are inserted
23 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
24 this Agreement, or any provision thereof.

25 10.20 No Retaliation or Discouragement: The Parties agree they will take no action that could be
26 construed as retaliation against any Settlement Class Members for participating or seeking to participate in
27 this class action settlement. The Parties will not discourage any class member from participating or seeking
28 to participate in this class action settlement. This is a material term of the Agreement and non-breaching

1 Parties will seek court intervention if this provision is breached.

2 10.21 Integrated Agreement: This Agreement sets forth the entire understanding between the
3 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
4 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
5 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
6 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
7 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

8 10.22 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
9 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

10 10.23 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
11 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
12 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

13 10.24 Waiver of Compliance: No waiver of any condition or covenant contained in this
14 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
15 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

16 10.25 Public Disclosure: Class Representatives and Settlement Class Counsel will not make any
17 public disclosure of the Settlement until after the filing of the motions for preliminary approval of the
18 Settlement. Class Representatives and their counsel represent that they have not made any such disclosure.
19 Class Representatives, Defendant, Defendant’s Counsel, and Settlement Class Counsel shall not encourage
20 Settlement Class Members to opt-out. Settlement Class Counsel will take all steps necessary to ensure that
21 Class Representatives are aware of, and will encourage her to adhere to, the restriction against any public
22 disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter,
23 Settlement Class Counsel and Class Representatives agree not to publicize the terms of this Settlement with
24 the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter
25 of settlements or on any website except as may otherwise be ordered by the Court in connection with
26 settlement approval proceedings and notice to the Settlement Class.

27 ///

28 ///

1 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
2 attorneys, as of the day and year herein set forth.

3 **For Plaintiffs:**

4 Date: 12/19/2023

DocuSigned by:



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Elizabeth Sanchez

6 Date: _____

Griselda Ramirez

8 **For Defendant:**

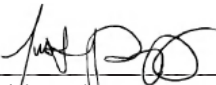
9 Date: _____

10 By: _____
11 For Pacific Coast Producers

12 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

14 Dated: 12/19/2023

15 By: 
16 Galen T. Shimoda
17 Justin P. Rodriguez
18 Renald Konini
19 Attorneys for Plaintiff Elizabet Sanchez,
20 Class Members, and PAGA Employees

18 APPROVED AS TO FORM

Jose Garay, APLC

20 Dated: _____

21 By: _____
22 Jose R. Garay
23 Attorney for Plaintiff Griselda Ramirez, Class
24 Members, and PAGA Employees

Law Office Of Daniel J. Hyun

25 Dated: _____

26 By: _____
27 Daniel J. Hyun
28 Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

1 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
2 attorneys, as of the day and year herein set forth.

3 **For Plaintiffs:**

4 Date: _____

Elizabeth Sanchez

6 Date: 12/19/2023
7 _____

DocuSigned by:
Griselda Ramirez
8B6201C1F4184E5

Griselda Ramirez

8 **For Defendant:**

9 Date: _____

By:
For Pacific Coast Producers

11 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

13 Dated: _____

14 By: _____
15 Galen T. Shimoda
16 Justin P. Rodriguez
17 Renald Konini
Attorneys for Plaintiff Elizabeth Sanchez,
Class Members, and PAGA Employees

18 APPROVED AS TO FORM

Jose Garay, APLC

19 Dated: 12/19/2023
20 _____

DocuSigned by:
JOSE GARAY
A0491320E35D46E...
21 By: _____
22 Jose R. Garay
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

Law Office Of Daniel J. Hyun

25 Dated: 12/22/2023
26 _____

DocuSigned by:
Daniel Hyun
180ECF98E9224B0
27 By: _____
28 Daniel J. Hyun
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

1 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
2 attorneys, as of the day and year herein set forth.

3 **For Plaintiffs:**

4 Date: _____

5 Elizabet Sanchez

6 Date: _____

7 Griselda Ramirez

8 **For Defendant:**

9 Date: 12.22.23

10 By: *Mona Skulman*
11 For Pacific Coast Producers

12 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

13 Dated: _____

14 By: _____
15 Galen T. Shimoda
16 Justin P. Rodriguez
17 Renald Konini
18 Attorneys for Plaintiff Elizabet Sanchez,
19 Class Members, and PAGA Employees

20 APPROVED AS TO FORM

Jose Garay, APLC

21 Dated: _____

22 By: _____
23 Jose R. Garay
24 Attorney for Plaintiff Griselda Ramirez, Class
25 Members, and PAGA Employees

Law Office Of Daniel J. Hyun

26 Dated: _____

27 By: _____
28 Daniel J. Hyun
Attorney for Plaintiff Griselda Ramirez, Class
Members, and PAGA Employees

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APPROVED AS TO FORM

Little Mendelson, P.C.

Dated: Dec. 22, 2023


By: 
Elizabeth Staggs-Wilson
John H. Adams, Jr.
Attorneys for Defendant

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. STK-CV-UOE-2021-11106

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

ATTENTION: All non-exempt employees who have or continue to work for Pacific Coast Producers (“Defendant”) in California from December 7, 2017, to [REDACTED] (the “Settlement Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A SETTLEMENT CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the San Joaquin County Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Elizabet Sanchez and Griselda Ramirez (“Plaintiffs” or “Class Representatives”), and Defendant on behalf of Settlement Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Settlement Class Member.” Defendant’s records also indicate that you worked [REDACTED] weeks during the applicable Settlement Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Settlement Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On December 7, 2021, Plaintiff Elizabet Sanchez filed a wage and hour class action lawsuit against Defendant in San Joaquin County Superior Court, Case No. STK-CV-UOE-2021-11106 (“*Sanchez* Lawsuit”), on behalf of herself and similarly situated employees. On November 18, 2022, Plaintiff Griselda Ramirez, filed a separate wage and hour class action lawsuit in San Joaquin County Superior, Case No. STK-CV-UOE-2022-0010664 (“*Ramirez* Lawsuit”), on behalf of herself and similarly situated employees. Plaintiff Elizabeth Sanchez amended her complaint to include and consolidate the parties, claims, and allegations of both lawsuits into the present case on September 19, 2023. The term “Action” means and includes both the *Sanchez* Lawsuit and the *Ramirez* Lawsuit. The Settlement Class Period is from December 7, 2017, to [REDACTED] (the “Settlement Class Period”).

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Settlement Class Members, and PAGA Employees. Plaintiffs contend that Defendant violated California law by: (1) failing to pay overtime wages, (2) failing to provide meal periods or pay meal period premiums in lieu thereof, (3) failing to provide rest periods or pay rest period premiums in lieu thereof, (4) failing to provide accurate wage statements, (5) failing to timely pay final wages, (6) failing to pay reimbursements for expenses, (7) failing to pay minimum wage for all hours worked, (8) failing to pay all wages due, (9) engaging in violations of quota laws, (10) making unlawful deductions, (11) engaging in unfair competition, and (12) committing PAGA violations.

Defendant has denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Action was resolved as a result of a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Settlement Class Members. The Agreement also applies to PAGA Employees, which are defined as all non-exempt employees working for Defendant in California from December 7, 2020, to [REDACTED]. If you are a Settlement Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Settlement Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, PAGA Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Settlement Class Member. PAGA Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Settlement Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Two Million Fifty-Three Thousand Dollars (\$2,053,000.00) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed 35% of the Gross Settlement Amount, attorneys' costs not to exceed \$30,000, Settlement Administrator Costs estimated not to exceed \$50,000, Enhancement Payments of \$15,000 to each of the named Class Representatives, and \$100,000 allocated towards resolving claims under the PAGA (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Settlement Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Settlement Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by participating Settlement Class Members during the Settlement Class Period. Of the \$100,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among PAGA Employees.

The number of weeks you worked during the Settlement Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment ("Individual Settlement Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Settlement Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Settlement Class Members opt out will have no effect on PAGA Employees' allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Settlement Class Members and PAGA Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Settlement Class Member and to PAGA Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Individual Settlement Amounts payable to eligible Settlement Class Members will be allocated from the Net Settlement Amount and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to PAGA Employees will be paid as 100% for civil penalties.

Payment to Participating Settlement Class Members and PAGA Employees will not require the submission of a claim form. Each Participating Class Member's share will be determined by dividing their total weeks worked within the Settlement Class Period by the total weeks worked by all Participating Settlement Class Members within the Settlement Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Settlement Class Member's individual share of the Net Settlement Amount. Each PAGA Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Period by the total weeks worked by all PAGA Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Employee's individual share. The PAGA Period is defined as December 7, 2020, to [REDACTED]. Defendant's records indicate that you worked [REDACTED] weeks during the applicable PAGA Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount

stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Settlement Class Member. Receipt of the Individual Settlement Amounts will not entitle any Settlement Class Member or PAGA Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant’s Records and Resolution of Workweek Disputes

For each Settlement Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant’s records. Defendant’s records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant’s records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Settlement Class Member. If a Settlement Class Member disputes the accuracy of Defendant’s records, all supporting documents evidencing additional workweeks must be submitted by the Settlement Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Settlement Class Members who do not opt out and PAGA Employees, the Agreement contains the following releases:

Settlement Class Members who do not opt out will be deemed to have released [1.29 text].

PAGA Employees will be deemed to have released [1.30 text].

The individuals released (“Released Parties”) include [1.31 text].

Settlement Class Members and/or PAGA Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A SETTLEMENT CLASS MEMBER

A. Participating as a Settlement Class Member

If you wish to be a Participating Settlement Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Settlement Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from the being a Settlement Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement, you may request to be excluded (*i.e.*, “opt out”) by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Settlement Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member and not received their share of the Net Settlement Amount. PAGA Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Settlement Class Member.

C. **Objection to Settlement**

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You **cannot** ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106) (e) be signed; and (f) be post-marked no later than [REDACTED]. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiffs and Defendant at the addresses identified in Section VI of this notice.

If you have submitted a written objection as outlined above, you may also appear at the final approval hearing to state your objection. Any Settlement Class Member who does not request exclusion may, if the Settlement Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendant.

IV. **EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS**

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Settlement Class Members who do not request exclusion. After final approval, each and every Settlement Class Member who does not opt out of the Settlement and PAGA Employees, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Settlement Class Member by Defendant in California during the Settlement Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. **FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Department ____, [address] on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representatives' Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. **ADDITIONAL INFORMATION**

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Settlement Administrator's website: [admin web address]. You can also contact Class Counsel or Defendant's Counsel as follows:

On behalf of Plaintiffs

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Daniel J. Hyun
Law Office of Daniel J. Hyun
1100 West Town and Country Road, Suite 1250
Orange, California 92868
Telephone: (949) 590-4122
Facsimile: (949) 528-2596

Jose R. Garay
Jose Garay, APLC
249 E. Ocean Blvd. #814
Long Beach, CA 90802
Telephone: (949) 208-3400

On behalf of Defendant

John H. Adams, Jr.
Elizabeth Stags-Wilson
Littler Mendelson, P.C.
500 Capitol Mall, Suite 2000
Sacramento, California 95814

Telephone: 916.830.7200

Fax No.: 916.561.0828

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

Exhibit B

FILED

2023 SEP 19 PM 2:38

STEPHANIE BOHRER, CLERK
ADRIANA GAMBOA
BY _____
DEPUTY

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 **Shimoda & Rodriguez Law, PC**
9401 East Stockton Boulevard, Suite 120
3 Elk Grove, CA 95624
Telephone: (916) 525-0716
4 Facsimile: (916) 760-3733

5 Attorneys for Plaintiff ELIZABET SANCHEZ,
individually and on behalf of all other similarly situated employees
6
7 [additional counsel continued on next page]

8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN JOAQUIN**

10 ELIZABET SANCHEZ and GRISELDA
11 RAMIREZ, individually and on behalf of all
12 other similarly situated employees,

13 Plaintiff,

14 vs.

15 PACIFIC COAST PRODUCERS, a California
16 Corporation; and DOES 1 to 100, inclusive,

17 Defendants.
18
19
20
21
22

Case No. STK-CV-UOE-2021-11106

CLASS ACTION

THIRD AMENDED COMPLAINT FOR DAMAGES:

1. Failure to Pay Overtime Wages
2. Meal Period Violations
3. Rest Period Violations
4. Wage Statement Violations
5. Waiting Time Penalties
6. Failure to Reimburse Expenses
7. Unfair Competition
8. Private Attorneys General Act
9. Failure to Pay Minimum Wages
10. Failure to Pay All Wages
11. Unlawful Deductions
12. Violation of California's Quota Laws

DEMAND FOR JURY TRIAL

1 Jose R. Garay (SBN: 200494)
jose@garaylaw.com

2 **JOSE GARAY, APLC**
249 E. Ocean Blvd. #814
3 Long Beach, CA 90802
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4 Facsimile: (562) 590-8400

5 Daniel J. Hyun (State Bar No. 309184)
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6 **LAW OFFICE OF DANIEL J. HYUN**
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Telephone: (949) 590-4122
8 Facsimile: (949) 528-2596

9 Attorneys for Plaintiff GRISELDA RAMIREZ

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1 Plaintiff ELIZABET SANCHEZ (“Plaintiff Sanchez”), and Plaintiff GRISELDA RAMIREZ
2 (“Plaintiff Ramirez”) (Plaintiff Sanchez and Plaintiff Ramirez sometimes collectively referred to as
3 “Plaintiffs”) on behalf of themselves and all other similarly situated employees, hereby file this Third
4 Amended Complaint against Defendants PACIFIC COAST PRODUCERS, a California Corporation;
5 and DOES 1 to 100, inclusive (hereinafter all collectively referred to as “Defendants”). On
6 information and belief, Plaintiffs allege the following:

7 **INTRODUCTION**

8 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
9 Plaintiffs for failure to provide all wages due, minimum and overtime wages, meal and rest period
10 violations, wage statement violations, failure to provide reimbursements, unlawful deductions, waiting
11 time penalties, violation of California’s quota laws, and unfair competition. Plaintiffs seek monetary
12 relief against Defendants on behalf of herself and the putative class to recover, among other things,
13 unpaid wages, liquidated damages, restitution, interest, attorneys’ fees, costs, and penalties pursuant to
14 Labor Code sections 201-204, 206, 210, 218.6, 222, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 248.5,
15 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2100-2112,
16 2699.3, 2699.5, 2800, 2802, and California Code of Civil Procedure section 1021.5.

17 **JURISDICTION AND VENUE**

18 2. The San Joaquin County Superior Court has jurisdiction in this matter pursuant to
19 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
20 Labor Code, California Business and Professions Code, and Wage Order No. 3.

21 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
22 Defendants reside in San Joaquin County. In addition, some of the wrongful acts and violations of law
23 asserted herein occurred within San Joaquin County, and Defendants’ obligation to pay wages arose in
24 San Joaquin County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
25 (1984).

26 4. Plaintiffs have exhausted the procedural requirements under Labor Code section 2699.3
27 as to Defendants for all claims outlined herein under the PAGA and are, therefore, able to pursue a claim
28 for penalties on behalf of themselves and all other aggrieved employees under PAGA. Aggrieved

1 employees include, but are not limited to the following: all non-exempt employees working for
2 Defendant in California from November 24, 2020 to present.

3 **PARTIES**

4 5. Plaintiff Sanchez is an individual over the age of eighteen (18) and is a resident of the
5 State of California.

6 6. Plaintiff Ramirez is an individual over the age of eighteen (18) and is a resident of the
7 State of California.

8 7. On information and belief, Plaintiffs alleges PACIFIC COAST PRODUCERS, is now
9 and/or at all times mentioned in this Complaint was a California Corporation and the owner and
10 operator of an industry, business and/or facility doing business in the State of California.

11 8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
12 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
13 are liable for the actions herein alleged. Plaintiffs will seek to amend this Complaint to allege the true
14 names and capacities of these DOE Defendants when they are ascertained.

15 9. At all times mentioned herein, each Defendant was the agent or employee of each of the
16 other Defendants and was acting within the course and scope of such agency or employment. The
17 Defendants are jointly and severally liable to Plaintiff.

18 10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
19 were members of and/or engaged in a joint employment, joint venture, partnership and common
20 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
21 joint venture, partnership and common enterprise.

22 11. Defendants, and each of them, now and/or at all times mentioned in this Complaint
23 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

24 12. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices,
25 wrongs, complaints, injuries and/or damages alleged in this Complaint.

26 **CLASS ALLEGATIONS**

27 13. Plaintiffs bring the First through Seventh and Ninth through Twelfth Causes of Action
28 on behalf of themselves and all others similarly situated as a class action pursuant to California Code

1 of Civil Procedure section 382. The class which Plaintiffs seek to represent is composed of, and
2 defined, as follows:

3 All non-exempt employees who have or continue to work for Defendants
4 in California from December 7, 2017 to the present.

5 14. This action has been brought and may be properly maintained as a class action,
6 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
7 defined community of interests in the litigation and the proposed class is easily ascertainable.

8 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
9 is impracticable under the circumstances of this case. While the exact number of class
10 members is unknown to Plaintiffs at this time, Plaintiffs is informed and believes that
11 Defendants have employed more than five hundred (500) individuals falling within the
12 above stated class definition throughout the State of California during the applicable
13 statute of limitations, who were subjected to the policies and practices outlined in this
14 Complaint. As such, joinder of all members of the putative class is not practicable.

15 (b) Common Questions Predominate: Common questions of law and fact exist as to all
16 members of the putative class and predominate over questions that affect only individual
17 members of the class. These common questions of law and fact include, without
18 limitation, the following:

- 19 (1) Whether Defendants had a policy and practice to incorporate the value of non-
20 discretionary remuneration into putative class members' regular rates of pay for
21 the purpose of paying overtime wages, meal and rest period premiums, and paid
22 sick time;
- 23 (2) Whether Defendants authorized and permitted all meal periods;
- 24 (3) Whether Defendants authorized and permitted all rest periods;
- 25 (4) Whether Defendants engaged in rounding employees hours worked, including
26 meal periods;
- 27 (5) Whether Defendants kept payroll records as required by law;
- 28 (6) Whether Defendants imposed unlawful quotas;

- 1 (7) Whether Defendants failed to pay for all hours worked;
- 2 (8) Whether Defendants failed to reimburse Plaintiffs and putative class members for
- 3 work-related cell phone use;
- 4 (9) Whether as a result of Defendants' policies and practices Plaintiffs' and putative
- 5 class members were paid all wages due; and
- 6 (10) Whether as a result of Defendants' policies and practices Plaintiffs' and putative
- 7 class members received all wages due and owing at the time of their termination
- 8 or separation; and
- 9 (11) Whether Defendants provided Plaintiffs' and putative class members with wage
- 10 statements that complied with Labor Code section 226.

11 (c) Typicality: Plaintiffs' claims are typical of the claims of the members of the putative

12 class. The putative class also sustained damages arising out of Defendants' common

13 course of conduct in violation of the law as complained of herein. Plaintiffs and all

14 members of the putative class were non-exempt employees who received

15 nondiscretionary remuneration and were not paid all overtime wages, meal and rest

16 period premiums, and paid sick time due to incorrect calculations of their regular rates of

17 pay. Defendants engaged in unlawful rounding of Plaintiffs' and similarly situated

18 employees hours worked, including, but not limited to, clock in/outs for meal periods,

19 and the start and end of employee's shifts. Similarly, Plaintiffs and all similarly situated

20 employees were not authorized and permitted to take all meal and paid rest periods and

21 were required to use their personal cell phones to communicate with Defendants'

22 managerial and supervisory employees. Additionally, Defendants issued Plaintiffs and

23 all members of the putative class wage statements that did not comply with Labor Code

24 section 226. As a result, Plaintiffs and each member of the putative class will have

25 suffered the same type of harm and seek the same type of recovery based on the same

26 legal theories.

27 (d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the

28 putative class. For all relevant times, Plaintiffs resided in California and worked for

1 Defendants in California. Moreover, Plaintiffs are adequate representatives of the
2 putative class as Plaintiffs have no interests that are adverse to those of putative class
3 members. Additionally, Plaintiffs have retained counsel who has substantial experience
4 in complex civil litigation and wage and hour matters.

5 (e) Superiority: A class action is superior to other available means for the fair and efficient
6 adjudication of the controversy since individual joinder of all members of the putative
7 class is impracticable. Class action treatment will permit a larger number of similarly
8 situated persons to prosecute their common claims in a single forum simultaneously,
9 efficiently, and without the unnecessary duplication of effort and expense that numerous
10 individual actions would engender. Further, as damages suffered by each individual
11 member of the class may be relatively small, the expenses and burden of the individual
12 litigation would make it difficult or impossible for individual members of the class to
13 redress the wrongs done to them, and an important public interest will be served by
14 addressing the matter as a class action. The cost to the court system of adjudication of
15 such individualized litigation would be substantial. Individualized litigation would also
16 present the potential for inconsistent or contradictory judgments.

17 15. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
18 management of this action that would preclude its maintenance as a class action.

19 GENERAL ALLEGATIONS

20 16. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 15 as though fully
21 set forth herein.

22 17. Defendants operate a business that packages, cans, labels, and distributes shelf-stable
23 fruits and tomatoes. Defendants' base of operations is in Lodi, California, but they operate facilities in
24 Oroville and Woodland, California, as well. Plaintiffs worked for Defendants during the class period as
25 non-exempt, hourly employees. Plaintiffs are informed and believe, and thereon allege, that at all
26 relevant times, Defendants employ 100 or more non-exempt employees at a single warehouse
27 distribution center and/or 1,000 or more non-exempt employees at multiple warehouse distribution
28 centers.

1 18. Plaintiffs are informed and believe, and thereon alleges, that Defendants knew or should
2 have known they imposed systematic quota and production demands on Plaintiffs and class members
3 which violated the rights of employees pursuant to Labor Code sections 2100 et. seq. Defendants had a
4 duty to ensure its production demands did not interfere with Plaintiffs and class members right to lawful
5 meal periods, rest periods, bathroom breaks, and/or exposed them to safety hazards. Defendants
6 willfully, knowingly, and intentionally failed to establish quotas that did not harm Plaintiffs and class
7 members all in order to increase Defendants' profits without concern for employee safety or compliance
8 with the Labor Code and IWC Wage Orders.

9 19. Plaintiffs and similarly situated employees regularly worked over eight (8) hours in a day
10 or more and/or over forty (40) hours in a week. Plaintiffs and similarly situated employees were also
11 paid non-discretionary remuneration, such as a yearly production bonus, pack bonuses, referral bonuses,
12 shift differentials, and other similar payments. Defendant failed to incorporate the value of this non-
13 discretionary remuneration into Plaintiffs' and similarly situated employees' regular rates of pay for the
14 purpose of paying overtime wages, meal and rest period premiums, and sick leave wages. Defendants
15 wholly failed to pay any weighted average premium payments, for overtime or otherwise, as far back as
16 2017, and continues to unlawfully exclude various types of non-discretionary earnings from regular rate
17 calculations and premium wage payments.

18 20. Defendants unlawfully rounded Plaintiffs' and similarly situated employees hours
19 worked, including rounding meal period clock in/out. Defendants had the ability to track employees'
20 hours worked down to the minute and pay wages reflective of actual hours worked. However,
21 Defendants chose to engage in rounding. The rounding policy and practices utilized by Defendants were
22 unlawfully skewed in favor of the employer. For example, Defendants' time keeping system would
23 round employees' hours worked up to 8:00 a.m. and down to 5:00 p.m., if employees clocked in
24 between 7:52 a.m. and 8:00 a.m. or 5:00 p.m. to 5:07 p.m., respectively. Although the time round be
25 rounded in this way for the benefits of Defendants, time would not be rounded to the nearest fifteen (15)
26 minute increment for the benefit of employees when clocking in before 7:52 a.m. or out after 5:07 p.m.
27 Thus, the rounding was not neutral and was applied in a way to exclusively benefit Defendants, so they
28 could avoid paying minimum, regular, and overtime wages. Further, Defendants failed to pay Plaintiff

1 and other Class Members for time worked off-the-clock, e.g., Defendants' management sent Plaintiff
2 and Class Members work-related texts and/or calls while they were off-the-clock and failed to
3 compensate them for this time, e.g., Plaintiff received calls as late as 2:00 a.m. Further, Defendants
4 required Plaintiff and Class Members to arrive 15 minutes before the start of their scheduled shift and
5 wait in a long line to enter the facility (about five minutes of waiting) and another line for COVID-19
6 screening (about an additional 10 minutes of waiting) before being able to clock in for their shifts.
7 Defendants did not compensate Plaintiff and Class Members for the time spent waiting in line to clock
8 in.

9 21. Plaintiffs are informed and believe, and thereon allege, that Defendants unlawfully
10 deducted wages from Plaintiffs and class members by regularly directing them to return to work during
11 their meal periods while clocked out for their meal periods. As such, Defendants would deduct a full 30-
12 minute meal period from Plaintiffs' and class members' pay despite the fact that they worked during half
13 or more of their meal periods in order to meet Defendants' unrealistic quotas.

14 22. Plaintiffs is informed and believes, and on that basis alleges, that Defendant has failed to
15 maintain records of Plaintiffs and similarly situated employees' hours worked as a result of a deletion of
16 data in connection with switching third-party payroll providers. The lack of any such time records spans
17 from approximately 2020 to 2022.

18 23. Defendants regularly rounded employees' time spent on meal periods, creating an illusion
19 of compliant meal periods when, in fact, they were regularly shortened or not able to be taken at all.
20 Defendants' timekeeping system automatically flagged meal period violations by creating alerts
21 showing where employees had less than a full 30 minutes (even when that time was rounded), where
22 employees were not able to take a meal period before the completion of the fifth hour worked, where
23 employees were not able to take a second meal period, and where employees were not able to take a
24 second meal period before the completion of the fifth hour worked. Instead of paying employees meal
25 period premiums or investigating the matter further with the employee, Defendants and a policy and
26 practice of having supervisors unilaterally decide whether or not any premiums should be provided
27 without any notice to employees. As a result of Defendants' rounding policies and practices, Plaintiffs
28 and similarly situated employees were regularly deprived of being compensated for their hours actually

1 worked before their scheduled shift, after their scheduled shift, and during meal periods.

2 24. Defendants further did not authorize and permit Plaintiffs and similarly situated
3 employees to take all meal and rest periods owed to them. For example, Defendants rest period policy
4 did not authorize employees to take a rest break for every four hours worked or major fraction thereof.
5 Plaintiffs and similarly situated employees did not receive all uninterrupted thirty (30) minute meal
6 periods every five (5) hours and ten (10) minute rest periods every four (4) hours or major fraction
7 thereof. Plaintiffs' and similarly situated employees' job duties prevented them from being able to take
8 these breaks because Defendants required more tasks and duties be performed in a day than could
9 reasonably be accomplished within their regularly scheduled shifts. Similarly, Defendant did not
10 provide appropriate relief workers that would enable Plaintiffs and similarly situated employees to take
11 their breaks while meeting Defendants' work demands. Specifically, in violation of the Labor Code and
12 IWC Wage Orders, Defendants imposed excessive and unrealistic quotas on Plaintiffs and class
13 members. As a consequence of Defendants' quotas, Defendants regularly directed, pressured, or
14 encouraged Plaintiffs and class members to work off-the-clock, including during purported meal periods
15 without proper compensation. Defendants did not pay Plaintiffs and similarly situated employees all
16 missed meal and/or rest period premiums owed.

17 25. Finally, Defendants failed to pay Plaintiffs and similarly situated employees for work-
18 related cell phone use even though cell phones were used as a means of communication between
19 employees and management throughout the workday.

20 26. As a result of Defendants' failure to pay Plaintiffs and similarly situated employees all
21 overtime wages, paid sick wages, and meal and rest period premiums owed, the wage statements
22 Defendants issued were inaccurate. The paystubs Defendants issued did not itemize accurate regular
23 and overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate gross and
24 net wages earned. As a result, Plaintiffs and similarly situated employees were not able to determine the
25 total wages owed to them from their paystubs alone.

26 27. As of this date of this letter, Defendants have not paid Plaintiffs and similarly situated
27 employees all minimum wages, regular wages, overtime wages, paid sick time, and meal and rest period
28 premiums owed to them. Plaintiffs are informed and believe, and thereon allege, that Defendants knew

1 or should have known they had a duty to compensate Plaintiffs and class members, and Defendants had
2 the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so
3 all in order to increase Defendants' profits.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**
6 **FAILURE TO PAY OVERTIME WAGES**
7 **(As to all Defendants)**

8 28. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 27 as though fully
9 set forth herein.

10 29. During the period Plaintiffs were employed by Defendants, Defendants were required to
11 compensate Plaintiffs at one and one-half (1½) times the regular rate of pay for hours worked in excess
12 of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
13 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 3, section (3)(A);
14 Cal. Lab. Code §§ 510, 1194.

15 30. Plaintiffs and similarly situated employees worked in excess of eight (8) hours per day
16 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
17 Defendants failed to compensate Plaintiffs and similarly situated employees for all overtime hours
18 worked at their regular rate of pay.

19 31. Plaintiffs and similarly situated employees were not exempt from overtime protections
20 employees under the California Wage Orders and Labor Code.

21 32. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
22 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
23 the extent pertinent as if set forth here in full.

24 **SECOND CAUSE OF ACTION**
25 **MEAL PERIOD VIOLATIONS**
26 **(As to all Defendants)**

27 33. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 32 as though fully
28 set forth herein.

34. An employer must provide an employee a meal period in accordance with the
applicable Wage Order, and California Labor Code sections 226.7 and 512.

1 35. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 3, section
2 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
3 minutes for each work period of more than five (5) hours.

4 36. California Labor Code section 512 and Wage Order No. 3 section 11(B) further
5 provide that employers may not employ employees for a work period for more than ten (10) hours
6 per day without providing the employee with a second meal period of at least thirty (30) minutes.
7 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
8 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
9 (1) hour of pay at their regular rate of compensation for each meal period not provided.

10 37. Defendants employed Plaintiffs and similarly situated employees for periods of more
11 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
12 period of at least thirty (30) minutes when Plaintiffs and similarly situated employees worked more
13 than ten (10) hours in a day. Defendants also failed to allow Plaintiffs and similarly situated
14 employees to take their first meal period before the completion of their fifth hour of work and failed
15 to allow Plaintiffs and similarly situated employees to take their second meal period before the
16 completion of their tenth hour of work. Plaintiffs and similarly situated employees did not waive
17 their rights to all meal periods throughout their employment.

18 38. Defendants further failed to pay Plaintiffs and similarly situated employees the
19 applicable meal period premiums for any such missed meal breaks.

20 39. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
21 employees have been damaged as stated in the section below entitled "DAMAGES," which is
22 incorporated here to the extent pertinent as if set forth here in full.

23 THIRD CAUSE OF ACTION
24 REST PERIOD VIOLATIONS
 (As to all Defendants)

25 40. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 39 as though fully
26 set forth herein.

27 41. An employer must provide an employee a rest period in accordance with the
28 applicable Wage Order and California Labor Code section 226.7.

1 42. California Labor Code section 226.7 and Wage Order No. 3, section 12(A) require an
2 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
3 four (4) hours or a major fraction thereof.

4 43. Plaintiffs allege that Defendants failed to authorize and permit Plaintiffs and similarly
5 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
6 they worked more than four (4) hours or a major fraction thereof.

7 44. Defendants further failed to pay Plaintiffs and similarly situated employees the
8 applicable rest period premiums for any such missed rest periods.

9 45. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
10 employees have been damaged as stated in the section below entitled "DAMAGES," which is
11 incorporated here to the extent pertinent as if set forth here in full.

12 **FOURTH CAUSE OF ACTION**
13 **WAGE STATEMENT VIOLATIONS**
14 **(As to all Defendants)**

14 46. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 45 as though fully
15 set forth herein.

16 47. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
17 statement to an employee, semimonthly or at the time of each payment of wages, showing:

18 *(1) gross wages earned, (2) total hours worked by the employee, except for*
19 *any employee whose compensation is solely based on a salary and who is*
20 *exempt from payment of overtime under subdivision (a) of Section 515 or*
21 *any applicable order of the Industrial Welfare Commission, (3) the*
22 *number of piece-rate units earned and any applicable piece rate if the*
23 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
24 *all deductions made on written orders of the employee may be aggregated*
25 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*
26 *period for which the employee is paid, (7) the name of the employee and*
27 *the last four digits of his or her social security number or an employee*
28 *identification number other than a social security number, (8) the name*
and address of the legal entity that is the employer and, if the employer is
a farm labor contractor, as defined in subdivision (b) of Section 1682, the
name and address of the legal entity that secured the services of the
employer, and (9) all applicable hourly rates in effect during the pay
period and the corresponding number of hours worked at each hourly rate
by the employee. The deductions made from payment of wages shall be
recorded in ink or other indelible form, properly dated, showing the
month, day, and year, and a copy of the statement and the record of the
deductions shall be kept on file by the employer for at least three years at

1 *the place of employment or at a central location within the State of*
2 *California.*

3 48. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an
4 itemized statement or failed to provide an accurate and complete itemized statement showing the
5 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
6 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
7 and double time hours worked and corresponding rates of pay, and gross and net wages earned.
8 Plaintiffs and similarly situated employees were not able to promptly and easily determine their total
9 hours worked from their paystubs alone. Additionally, Plaintiffs and similarly situated employees
10 suffered confusion over whether they received all wages owed and were prevented from effectively
11 challenging information on their wage statements.

12 49. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
13 employees have been damaged as stated in the section below entitled "DAMAGES," which is
14 incorporated here to the extent pertinent as if set forth here in full.

15 **FIFTH CAUSE OF ACTION**
16 **WAITING TIME PENALTIES**
17 **(As to all Defendants)**

18 50. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 49 as though fully
19 set forth herein.

20 51. An employer must pay an employee who is terminated all unpaid wages immediately
21 upon termination. *See* Cal. Lab. Code § 201.

22 52. An employer must pay an employee who resigns all unpaid wages within seventy-two
23 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

24 53. Plaintiffs and similarly situated employees did not receive all wages, including regular,
25 minimum, and overtime wages, meal and rest period premiums, or all sick leave pay owed at their
26 termination or within the required time after their separation from employment.

27 54. An employer who willfully fails to pay an employee wages in accordance with California
28 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
days. *See* Cal. Lab. Code § 203.

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1 55. Defendants knew of their obligation to pay Plaintiffs' and similarly situated employees'
2 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiffs
3 and similarly situated employees were receiving nondiscretionary remuneration that was not
4 incorporated into their regular rate of pay for the purpose of calculating overtime, meal and rest period
5 premiums, and sick leave pay. Such conduct shows Defendants had knowledge of earned, but unpaid
6 wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

7 56. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
8 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
9 thirty (30) days for Defendants' failure to pay all wages due.

10 **SIXTH CAUSE OF ACTION**
11 **FAILURE TO REIMBURSE EXPENSES**
12 **(As to all Defendants)**

13 57. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 56 as though fully
14 set forth herein.

15 58. California Labor Code section 2802(a) states that "An employer shall indemnify his or
16 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
17 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
18 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
19 unlawful."

20 59. Defendants required Plaintiffs and similarly situated employees to use their personal cell
21 phones for work purposes but failed to reimburse them for such use.

22 60. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
23 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
24 the extent pertinent as if set forth here in full.

25 **SEVENTH CAUSE OF ACTION**
26 **UNFAIR COMPETITION**
27 **(As to All Defendants)**

28 61. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 60 as though fully
set forth herein.

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1 62. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
2 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
3 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See
4 California Business and Professions (“B&P”) Code § 17200.

5 63. Plaintiffs and similarly situated employees were not paid all wages owed, including
6 minimum, regular, and overtime wages, and meal and rest period premiums, paid sick leave, or
7 reimbursed for business expenses, during their employment or any time thereafter.

8 64. Plaintiffs further alleges that such actions and/or conduct constitute a violation of the
9 California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to
10 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

11 65. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the
12 UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to
13 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
14 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an
15 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

16 **EIGHTH CAUSE OF ACTION**
17 **PRIVATE ATTORNEYS GENERAL ACT**
18 **(As to all Defendants)**

19 66. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 65 as though fully
20 set forth herein.

21 67. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
22 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to
23 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
24 after 65 days have passed without notice from the LWDA.

25 68. On November 24, 2021, Plaintiff Sanchez gave written notice of the specified provisions
26 alleged to have been violated, including the facts and theories to support the alleged violations, as
27 required by Labor Code section 2699.3. This written notice was provided via certified mail to
28 Defendants, and to the LWDA by electronically filing the notice via the Department of Industrial
Relations’ website. On March 20, 2023, Plaintiff Sanchez gave an amended notice via online

1 submission to the LWDA providing additional facts and theories regarding Labor Code violations. This
2 written notice was provided via certified mail to Defendants.

3 69. On November 10, 2022, Plaintiff Ramirez gave written notice of the specified provisions
4 alleged to have been violated, including the facts and theories to support the alleged violations, as
5 required by Labor Code section 2699.3. This written notice was provided via certified mail to
6 Defendants, and to the LWDA by electronically filing the notice via the Department of Industrial
7 Relations' website. On April 13, 2023, Plaintiff Ramirez provided an amended written notice to provide
8 additional facts regarding Defendants' alleged violation of California's quota laws and the specified
9 provisions alleged to have been violated, including the facts and theories to support the alleged
10 violations, as required by Labor Code section 2699.3. This amended written notice was provided via
11 certified mail to Defendants, and to the LWDA by electronically filing the notice via the Department of
12 Industrial Relations' website.

13 70. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of law,
14 a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under
15 this part at any time within 60 days of the time periods specified in this part." More than 65 days have
16 passed since Plaintiffs submitted their PAGA notice to the LWDA without notice from the LWDA.

17 71. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides
18 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
19 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
20 recovered through a civil action brought by an aggrieved employee on behalf of himself and other
21 current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

22 72. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiffs may seek civil penalties
23 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
24 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208,
25 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to
26 (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1,
27 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section
28 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5,

1 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852,
2 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c)
3 and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section
4 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298,
5 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a)
6 of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1,
7 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5,
8 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802,
9 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

10 73. Defendants' conduct violates numerous Labor Code sections, including, but not limited
11 to, the following:

- 12 (a) Violation of Labor Code sections 201, 202, 203, 204, 206, 210, 222, 223, 227.3, 246,
13 246.5, 248.5, 256, 510, 558, 558.1 1194, 1197, 1197.1, and 1198 for unlawful deductions
14 and failure to timely pay all earned wages owed to Plaintiffs and other aggrieved
15 employees during and/or upon separation of employment as herein alleged;
- 16 (a) Violation of Labor Code sections 2100-2112 for imposing unlawful quotas that interfered
17 with Plaintiffs' and aggrieved employees' right to lawful meal periods, rest periods,
18 bathroom breaks, and/or exposed them to safety hazards;
- 19 (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods to
20 Plaintiffs and other aggrieved employees and failure to pay premium wages for missed
21 meal periods as herein alleged;
- 22 (c) Violation of Labor Code sections 226.7 for failure to permit rest breaks to Plaintiffs and
23 other aggrieved employees and failure to pay premium wages for missed rest periods as
24 herein alleged;
- 25 (d) Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized
26 wage statements to Plaintiffs and other aggrieved employees as herein alleged;
- 27 (e) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate records
28 regarding the employment of Plaintiffs and other aggrieved employees as herein alleged;

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and

(f) Violation of Labor Code sections 2800 and 2802 for failure to reimburse business expenses to Plaintiff and other aggrieved employees as herein alleged.

74. Plaintiffs seek civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

75. Plaintiffs seek these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

76. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

NINTH CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

77. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 76 as though fully set forth herein.

78. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiffs and similarly situated employees with at least California's applicable minimum for every hour worked. See MW-Order 2019; IWC Wage Order, No. 3, section 4(A); Cal. Lab. Code § 1194.

79. Plaintiffs and similarly situated employees were not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

80. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

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TENTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES
(As to all Defendants)

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3 81. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 80 as though fully
4 set forth herein.

5 82. At all times herein relevant, Defendants had a duty to comply with Labor Code sections
6 204, 206, 227.3, 246, 246.5, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders,
7 and all applicable local minimum wage ordinances in effect throughout California.

8 83. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages
9 owed on regularly scheduled paydays at least twice during each calendar month, on days designated in
10 advance by the employer as the regular paydays. All wages earned in excess of the normal work
11 period must be paid no later than the payday for the next regular payroll period.

12 84. Labor Code section 206 provides that in case of a dispute over wages, the employer shall
13 pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the
14 employee all remedies he/she is otherwise entitled to as to any balance claimed.

15 85. The IWC Wage Orders define "hours worked" as "the time during which an employee is
16 subject to the control of an employer and includes all time the employee is suffered or permitted to
17 work, whether or not required to do so."

18 86. Labor Code section 227.3 provides: "[u]nless otherwise provided by a collective-
19 bargaining agreement, whenever a contract of employment or employer policy provides for paid
20 vacations, and an employee is terminated without having taken off his vested vacation time, all vested
21 vacation shall be paid to him as wages at his final rate in accordance with such contract of employment
22 or employer policy respecting eligibility or time served; provided, however, that an employment
23 contract or employer policy shall not provide for forfeiture of vested vacation time upon termination."

24 87. Labor Code sections 246 and 246.5 provides for minimum requirements and protections
25 with respect to sick days.

26 88. Labor Code section 510 and the IWC Wage Orders require that employers pay employees
27 for all overtime hours at a rate of one and one-half times the employee's regular rate of pay for hours
28 worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and after the first

1 eight hours on the seventh consecutive workday in one (1) workweek. Labor Code section 510 and the
2 IWC Wage Orders further require that employers pay employees double their regular rate of pay for
3 hours work in excess of 12 hours in a workday and after eight hours on the seventh consecutive workday
4 in one (1) workweek. Labor Code section 510 requires payment of overtime wages at one and one half
5 times the "regular rate of pay," which includes all forms of remuneration earned by the employee.

6 89. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to all
7 employees in California for all hours worked. Local minimum wage ordinances, may provide for higher
8 minimum wage rates that must be paid to employees for all hours worked in those locales where each
9 local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than the state
10 or local minimum wage, whichever is higher, for any hour of work.

11 90. Labor Code section 1194 requires that employers pay employees at least the legal
12 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
13 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage
14 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
15 along with interest thereon, reasonable attorneys' fees and costs of suit.

16 91. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
17 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

18 92. Labor Code section 1198 prohibits employers from employing for longer hours or less
19 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
20 the Labor Commissioner.

21 93. During the relevant time period, Defendants failed to pay Plaintiffs and class members all
22 wages due, including minimum, regular, overtime, and double time wages due to Defendants' practices
23 of requiring off-the-clock work, rounding time worked in their favor, and failing to pay all wages at the
24 appropriate rates including overtime, double time, meal and rest period premiums, sick pay, and
25 vacation pay, among other things.

26 94. in violation of California law, Defendants have knowingly and willfully refused to
27 perform their obligations and compensate Plaintiffs and class members for all wages earned as alleged
28 above.

1 95. Defendants' failure to pay Plaintiffs and class members all earned minimum, regular,
2 overtime, and double time wages in accordance with Labor Code sections 204, 206, 227.3, 246, 246.5,
3 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable local
4 minimum wage ordinances in effect throughout California, Plaintiffs and class members are entitled to
5 recover the full amount of unpaid wages, liquidated damages, prejudgment interest, and statutory
6 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

7 **ELEVENTH CAUSE OF ACTION**
8 **UNLAWFUL DEDUCTIONS**
9 **(As to all Defendants)**

10 96. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 95 as though fully
11 set forth herein.

12 97. At all relevant times, Defendants had a duty to comply with Labor Code sections 222 and
13 223 and the applicable IWC Wage Orders.

14 98. Labor Code section 222 provides that "[i]t shall be unlawful, in case of any wage
15 agreement arrived at through collective bargaining, either wilfully or unlawfully or with intent to
16 defraud an employee, a competitor, or any other person, to withhold from said employee any part of the
17 wage agreed upon."

18 99. Labor Code section 223 provides that "[w]here any statute or contract requires an
19 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while
20 purporting to pay the wage designated by statute or by contract."

21 100. During the relevant time period, Defendants unlawfully deducted wages from Plaintiffs
22 and class members by deducting meal periods and requiring them to work during a portion of their meal
23 periods and time shaving, among other things.

24 101. In violation of state law, Defendants have knowingly and willfully refused to perform
25 their obligations and compensate Plaintiffs and class members for all overtime wages earned as alleged
26 above.

27 102. Defendants' failure to pay overtime compensation due to Plaintiffs and class members in
28 accordance with Labor Code sections 222 and 223 and the IWC Wage Orders, Plaintiffs and class
members are entitled to recover the full amount of wage that were unlawfully deducted, prejudgment

1 interest, statutory penalties, attorneys' fees, and costs in amounts that will be established at trial.

2 **TWELFTH CAUSE OF ACTION**
3 **VIOLATION OF CALIFORNIA'S QUOTA LAWS**
4 **(As to all Defendants)**

5 103. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 102 as though fully
6 set forth herein.

7 104. At all relevant times, Defendants had a duty to comply with Labor Code sections 2100, *et*
8 *seq.*

9 105. California's quota laws require Defendants to implement and maintain quota production
10 demands consistent and in compliance with Labor Code sections 2100 – 2112 which provide in relevant
11 part that “[a]n employee shall not be required to meet a quota that prevents compliance with meal or rest
12 periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or
13 occupational health and safety laws in the Labor Code or division standards. An employer shall not take
14 adverse employment action against an employee for failure to meet a quota that does not allow a worker
15 to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or
16 division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant
17 to Section 2101” and provide injunctive relief, attorneys' fees, costs, and civil penalties.

18 106. Defendants' violations of California Labor Code sections 2100 - 2112 prevented Plaintiff
19 and Class Members from knowing, understanding, and disputing the wages paid to them, prevented
20 them from taking compliant meal and rest periods as well as bathroom breaks, and exposed them to
21 unreasonable health hazards and resulted in an unjustified economic enrichment to Defendants. As a
22 result of Defendants' knowing and intentional failure to comply with California Labor Code section
23 2100 *et. seq.*, Plaintiff and Class Members have suffered injury, and the exact amount of damages and/or
24 penalties is all in an amount to be shown according to proof at trial.

25 107. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
26 Code section 2108, compelling Defendants to comply with California Labor Code sections 2100 *et. seq.*,
27 and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

28 //

DAMAGES

1 WHEREFORE Plaintiffs requests relief as follows:

2 1. A jury trial;

3 2. As to the First Cause of Action:

4 a. Wages in an amount to be proven at trial;

5 b. Interest for the wages due pursuant to California Labor Code section 1194;

6 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
7 Code section 1194;

8 3. As to the Second Cause of Action:

9 a. Wages in an amount to be proven at trial;

10 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
11 section 1021.5;

12 4. As to the Third Cause of Action:

13 a. Wages in an amount to be proven at trial;

14 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
15 section 1021.5;

16 5. As to the Fourth Cause of Action:

17 a. Penalties as provided for in Labor Code section 226, including the greater of all
18 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
19 violation occurred and one hundred dollars (\$100.00) per employee for each
20 violation in the subsequent pay periods, but not to exceed four thousand dollars
21 (\$4,000.00);

22 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
23 226(e);

24 6. As to the Sixth Cause of Action:

25 a. An amount to be proven at trial;

26 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

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28 7. As to the Eighth Cause of Action:

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- a. For civil penalties as provided in the Labor Code for each enumerated violation;
- b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

8. As to the Ninth Cause of Action:

- a. Wages in an amount to be proven at trial;
- b. Interest for the wages due pursuant to California Labor Code section 1194;
- c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
- d. Liquidated damages pursuant to Labor Code section 1194.2

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9. For such other and further relief as this Court may deem just and proper,

1 including, but not limited to:

- 2 a. Wages as proved at trial;
3 b. Injunctive and Declaratory relief;
4 c. Attorney's fees and costs as provided for by law; and
5 d. Interest.

6
7 Dated: September 6, 2023

Shimoda & Rodriguez Law, PC

8
9 By: 

10 Galen T. Shimoda
11 Justin P. Rodriguez
12 Attorneys for Plaintiff Sanchez

13 Dated: September 6, 2023

**JOSE GARAY, APLC/
LAW OFFICE OF DANIEL J. HYUN**

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16 By: 

17 Jose R. Garay
18 Daniel J. Hyun
19 Attorneys for Plaintiff Ramirez
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3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On September 18, 2023, I served the following documents on the party below:

- 9 • **THIRD AMENDED COMPLAINT FOR DAMAGES**

10 Benjamin L. Webster, Bar No. 132230 11 John H. Adams, Jr., Bar No. 253341 12 Littler Mendelson, P.C 13 500 Capitol Mall 14 Suite 2000 15 Sacramento, California 95814 16 Phone: (916) 830-7200 17 Fax: (916) 561-0828 18 Email: bwebster@littler.com 19 jhadams@littler.com 20 lkahl@littler.com jjhughey@littler.com	Jose R. Garay, Bar No. 200494 Jose Garay, APLC 249 E. Ocean Blvd. #814 Long Beach, CA 90802 Phone: 949-208-3400 Facsimile: 562-590-8400 E-Mail: jose@garaylaw.com
Daniel J. Hyun, Bar No. 309184 Law Office of Daniel J. Hyun 1100 West Town and Country Rd, Ste 1250 Orange, CA 92868 Phone: 949-590-4122 Facsimile: 949-528-2596 E-mail: dh@danielhyunlaw.com	

21 [] [By Mail] I am familiar with my employer's practice for the collection and
22 processing of correspondence for mailing with the United States Postal
23 Service and that each day's mail is deposited with the United States Postal
24 Service that same day in the ordinary course of business. On the date set
25 forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Elk Grove, California, addressed
as set forth above.

26 [] [By Personal Service] By personally delivering a true copy thereof to the
27 office of the addressee above.

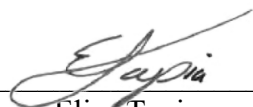
28 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

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[] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service: _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 18, 2023, at Elk Grove, California.

//



Elias Tapia

Exhibit C



Shimoda Law Corp.
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

June 29, 2023

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Sanchez v. Pacific Coast Producers*

Dear Labor Commissioner,

I am writing this letter on behalf of my client, Elizabet Sanchez (“Plaintiff”) in order to amend our previously filed November 24, 2021, and March 20, 2023, notices. By way of this notice, we are providing additional facts and theories of liability as well as clarifying previously stated theories of liability. Notice to the relevant employers pursuant to California Labor Code section 2699.3 is also being provided:

Pacific Coast Producers
P.O. Box 1600
Lodi, CA 95240

Pacific Coast Producers
631 N. Cluff Avenue
Lodi, CA 95240

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Pacific Coast Producers (“Defendant”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but are not limited to the following: all non-exempt employees working for Defendant in California from November 24, 2020 to present. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these similarly situated employees pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Defendants operate a business that packages, cans, labels, and distributes shelf-stable fruits and tomatoes. Defendants’ base of operations is in Lodi, California, but they operate



facilities in Oroville and Woodland, California, as well. Plaintiff worked for Defendants from approximately November 2020 to August 2021 as a non-exempt, hourly employee.

Plaintiff and similarly situated employees regularly worked over eight (8) hours in a day or more and/or over forty (40) hours in a week. Plaintiff and similarly situated employees were also paid non-discretionary remuneration, such as a yearly production bonus, pack bonuses, referral bonuses, shift differentials, and other similar payments. Defendant failed to incorporate the value of this non-discretionary remuneration into Plaintiff's and similarly situated employees' regular rates of pay for the purpose of paying overtime wages, meal and rest period premiums, and sick leave wages. Defendants wholly failed to pay any weighted average premium payments, for overtime or otherwise, as far back as 2017, and continues to unlawfully exclude various types of non-discretionary earnings from regular rate calculations and premium wage payments.

Defendants unlawfully rounded Plaintiff's and similarly situated employees' hours worked, including rounding meal period clock in/outs. Defendants had the ability to track employees' hours worked down to the minute and pay wages reflective of actual hours worked. However, Defendants chose to engage in rounding. The rounding policy and practices utilized by Defendants were unlawfully skewed in favor of the employer. For example, Defendants' time keeping system would round employees hours worked up to 8:00 a.m. and down to 5:00 p.m., if employees clocked in between 7:52 a.m. and 8:00 a.m. or 5:00 p.m. to 5:07 p.m., respectively. Although the time round be rounded in this way for the benefits of Defendants, time would not be rounded to the nearest fifteen (15) minute increment for the benefit of employees when clocking in before 7:52 a.m. or out after 5:07 p.m. Thus, the rounding was not neutral and was applied in a way to exclusively benefit Defendants, so they could avoid paying minimum, regular, and overtime wages.

Plaintiff is informed and believes, and on that basis alleges, that Defendant has failed to maintain records of Plaintiff and similarly situated employees' hours worked as a result of a deletion of data in connection with switching third-party payroll providers. The lack of any such time records spans from approximately 2020 to 2022.

Defendants regularly rounded employees time spent on meal periods, creating an illusion of compliant meal periods when, in fact, they were regularly shortened or not able to be taken at all. Defendants' timekeeping system automatically flagged meal period violations by creating alerts showing where employees had less than a full 30 minutes (even when that time was rounded), where employees were not able to take a meal period before the completion of the fifth hour worked, where employees were not able to take a second meal period, and where employees were not able to take a second meal period before the completion of the fifth hour worked. Instead of paying employees meal period premiums or investigating the matter further with the employee, Defendants had a policy and practice of having supervisors unilaterally decide whether or not any premiums should be provided without any notice to employees. As a result of Defendants' rounding policies and practices, Plaintiff and similarly situated employees



were regularly deprived of being compensated for their hours actually worked before their scheduled shift, after their scheduled shift, and during meal periods.

Defendants further did not authorize and permit Plaintiff and similarly situated employees to take all meal and rest periods owed to them. For example, Defendants rest period policy did not authorize employees to take a rest break for every four hours worked or major fraction thereof. Plaintiff and similarly situated employees did not receive all uninterrupted thirty (30) minute meal periods every five (5) hours and ten (10) minute rest periods every four (4) hours or major fraction thereof. Plaintiff's and similarly situated employees' job duties prevented them from being able to take these breaks because Defendants required more tasks and duties be performed in a day than could reasonably be accomplished within their regularly scheduled shifts without interfering with Plaintiff and similarly situated employees' rights to meal and rest periods. For example, Defendants utilized production quotas and/or similar types of work performance rating systems that incentivized employees to delay or entirely work through their meal and rest periods, which also resulted in off-the-clock work during meal periods. Similarly, Defendant did not provide appropriate relief workers that would enable Plaintiff and similarly situated employees to take their breaks while meeting Defendants' work demands. Defendants did not pay Plaintiff and similarly situated employees all missed meal and/or rest period premiums owed.

Finally, Defendants failed to pay Plaintiff and similarly situated employees for work-related cell phone use even though cell phones were used as a means of communication between employees and management throughout the workday.

As a result of Defendants' failure to pay Plaintiff and similarly situated employees all minimum wages, overtime wages, paid sick wages, and meal and rest period premiums owed, the wage statements Defendants issued were inaccurate. The paystubs Defendants issued did not itemize accurate regular and overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate gross and net wages earned. As a result, Plaintiff and similarly situated employees were not able to determine the total wages owed to them from their paystubs alone.

As of this date of this letter, Defendants have not paid Plaintiff and similarly situated employees all minimum wages, regular wages, overtime wages, paid sick time, and meal and rest period premiums owed to them.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 3, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in



excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 3, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 3, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 3, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 3 – Violation of Labor Code § 226.7 and Wage Order No. 3, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 3, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 4 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the



employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 5 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 6 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendant failed to pay any reimbursements for work-related cell phone use by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count 7 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. This is against the law.

Count 8 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee



per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count 9 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons state above, Defendant failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

Count 10 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 3, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 3 § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiffs and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 11 – Violation of Labor Code §§ 2100-2112 (Violation of Quota Laws)

California Labor Code sections 2100-2112 provide that employers operating warehouse distribution centers, as defined under sections 2100(f), and (i)(1), shall not require employees to




meet quotas that prevent compliance with meal or rest period protections or other various health and safety laws within the California Labor Code. Additionally, employers operating warehouse distribution centers shall provide written descriptions of any quotas, and shall not take any adverse actions as a result of an employee's failure to meet a quota that prevents compliance with the cited meal, rest, or health and safety standards. For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: _____


Justin P. Rodriguez

JPR

cc: Client via e-mail

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On June 29, 2023, I served the following documents on the party below:

- 9 • Amended Private Attorneys General Act Letter

10 Pacific Coast Producers 11 P.O. Box 1600 12 Lodi, CA 95240	Pacific Coast Producers 631 N. Cluff Avenue Lodi, CA 95240
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13 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
14 and processing of correspondence for mailing with the United States Postal
15 Service and that each day's mail is deposited with the United States Postal
16 Service that same day in the ordinary course of business. On the date set forth
17 above, I served the aforementioned document(s) on the parties in said action by
18 placing a true copy thereof enclosed in a sealed envelope with postage thereon
19 fully prepaid, for collection and mailing on this date, following ordinary business
20 practices, at Elk Grove, California, addressed as set forth above.

21 [] [By Personal Service] By personally delivering a true copy thereof to the office
22 of the addressee above.

23 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
24 personally delivered via the following overnight courier service: _____.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct, and that this declaration was executed on June 29, 2023, at Elk Grove, California.

27 
28 _____
Elias Tapia



JOSE GARAY, APLC

249 E. Ocean Blvd. #814 | Long Beach, CA 90802 | B. 949.208.3400 | Gen F. 562.590.8400
www.garaylaw.com

April 13, 2023

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Pacific Coast Producers
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833

Re: *Ramirez v. Pacific Coast Producers*
LWDA-CM-919057-22
Amended PAGA Notice

Dear California Labor and Workforce Development Agency and Pacific Coast Producers:

Per our prior notice of Labor Code violations dated November 10, 2022 (“PAGA Notice”), Jose Garay, APLC and the Law Office of Daniel J. Hyun represent the interests of Griselda Ramirez (“Claimant”). The PAGA Notice was regarding the following provisions of the Labor Code allegedly violated by Claimant’s former employer Pacific Coast Producers (“PCP”): 201, 202, 203, 204, 206, 210, 222, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 248.5, 256, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802. The Labor and Workforce Development Agency (“LWDA”) case number assigned to the above referenced action is LWDA-CM-919057-22. The purpose of this correspondence is to supplement Claimant’s PAGA Notice to add additional factual allegations and Labor Code violations against PCP to seek additional penalties on behalf of Claimant and all other aggrieved employees against PCP pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698 *et seq.* This correspondence serves as Claimant’s written notice by online filing with the LWDA and by certified mail to PCP of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

The specific provisions of the Labor Code alleged to have been violated are as follows:

Labor Code sections 201, 202, 203, 204, 206, 210, 222, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 248.5, 256, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100-2112, 2699.3, 2699.5, 2800, and 2802.

Facts and Theories Supporting the Alleged Violations

PCP owns and operates a business that specializes in canning fruits and tomatoes for private brands throughout the world. PCP employs 100 or more non-exempt employees at a single warehouse distribution center and/or 1,000 or more non-exempt employees at multiple warehouse distribution centers. PCP's principal place of business is located at 631 N. Cluff Avenue, Lodi, California 95240 and maintains multiple locations in California. PCP employed Claimant as a non-exempt hourly employee in California within the past year and Claimant belonged to a union during her employment with PCP. Claimant's job duties included, *inter alia*, quality control by grading and testing tomatoes in PCP's lab, obtaining samples of tomatoes and grading the amount of salt and acid, examining PH levels and temperature of sauces, and examining cans and any other tomato products. PCP employed and/or currently employs other aggrieved employees in California. The aggrieved employees consist of all employees employed by PCP during the "PAGA Period," which is defined as one (1) year prior to the submission of this letter to the LWDA and certified mailing to PCP to the present.

During the PAGA Period, PCP failed to pay Claimant and other aggrieved employees minimum, regular, overtime, and double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and aggrieved employees regularly worked more than eight (8) hours, 10 hours, and/or 12 hours per workday, over 40 hours per workweek, and over eight (8) hours per workday on the seventh consecutive day of work. Specifically, PCP imposed excessive and unrealistic quotas on Claimant and other aggrieved employees. As a consequence of PCP's quotas, PCP regularly directed, pressured, or encouraged Claimant and aggrieved employees to return to work during their meal periods, while they were clocked out for their meal periods, and continue working without pay. PCP would deduct a full 30-minute meal period from Claimant's and aggrieved employees' pay despite the fact that they worked during half or more of their meal periods in order to meet PCP's unrealistic quotas. Thus, PCP failed to pay Claimant and other aggrieved employees for all time worked including during meal periods and unlawfully deducted wages. In addition, PCP simply failed to pay all wages, including minimum wages, straight time, overtime, and double time by paying less than the time worked by Claimant and aggrieved employees, i.e., time shaving. PCP also rounded Claimant's and the aggrieved employees' hours worked, including meal periods, thereby depriving them of work performed before and after their scheduled shifts, and during meal periods. PCP's rounding practice systematically undercompensated the aggrieved employees and favored the employer rather than the employee. Further, PCP failed to pay Claimant and other aggrieved employees for time worked off-the-clock, e.g., PCP's management sent Claimant and aggrieved employees work-related texts and/or calls while they were off-the-clock and failed to compensate them for this time, e.g., Claimant received calls as late as 2:00 a.m. Further, PCP required Claimant and aggrieved employees to arrive 15 minutes before the start of their scheduled shift and wait in a long line to enter the facility (about five minutes of waiting) and another line for COVID-19 screening (about an additional 10 minutes of waiting) before being able to clock in for their shifts. PCP did not compensate Claimant and aggrieved employees for the time spent waiting in line to clock in and

prohibited Claimant and aggrieved employees from clocking in more than three (3) minutes before the start of their scheduled shifts. Moreover, PCP paid non-discretionary bonuses, commissions, and/or other incentive pay to aggrieved employees but failed to include all remunerations when calculating their regular rate of pay for purposes of paying overtime, double time, meal and rest period premiums, sick pay, and vacation pay. As such, PCP failed to pay Claimant and other aggrieved employees minimum, regular, overtime, and double time wages for all hours worked, in violation of Labor Code sections 204, 206, 210, 222, 223, 227.3, 246, 246.5, 248.5, 256, 510, 558, 1194, 1197, 1197.1, 1198, and 2100-2112.

During the PAGA Period, PCP failed to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Specifically, Claimant and aggrieved employees regularly worked through their meal periods or had their meal periods missed, late, interrupted, and/or shortened due to PCP's understaffing, work demands, and practices. Specifically, Claimant and aggrieved employees regularly took their first meal periods after the first five (5) hours of work, or had them shortened, missed, and/or interrupted because there was no one to relieve them for a meal period and/or they were directed to continue working by PCP's management in order to satisfy PCP's excessive quotas. PCP also rounded meal periods in violation of California law. PCP further failed to provide second meal periods to Claimant and aggrieved employees when they worked over 10 hours per workday, let alone provide timely, uninterrupted 30-minute second meal periods. PCP failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, PCP failed to provide Claimant and other aggrieved employees with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code sections 226.7, 512, and 2100-2112, and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

During the PAGA Period, PCP failed to authorize or permit ten-minute (10) rest periods for every four (4) hours or major fraction thereof worked. Specifically, PCP failed to provide compliant rest breaks to Claimant and aggrieved employees due to its excessive quotas, understaffing, work demands, and practices as mentioned above. As such, Claimant and aggrieved employees regularly missed their rest breaks and/or had them shortened and/or interrupted. PCP also failed to adopt and implement a practice of providing compliant second rest breaks when Claimant and aggrieved employees worked over six (6) hours per workday or providing compliant third rest breaks when Claimant and aggrieved employees worked over 10 hours per workday. Further, PCP failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a rest period violation. Accordingly, PCP violated Labor Code section 226.7 and 2100-2112, and the applicable IWC Wage Orders.

During the PAGA Period, PCP failed to reimburse Claimant and other aggrieved employees for all business expenses incurred for PCP'S benefit. For example, Claimant and

aggrieved employees were required to communicate with PCP's management regarding work-related matters using their personal cell phones without reimbursement. Accordingly, PCP violated Labor Code sections 2800 and 2802.

As a result of, and in addition to, the aforementioned Labor Code violations, PCP failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. As a result, PCP violated Labor Code sections 226 and 226.3. Similarly, PCP failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and the aggrieved employees due to the same violations referenced above. Consequently, PCP violated Labor Code sections 1174 and 1174.5.

As a result of, and in addition to, the above referenced Labor Code violations, PCP failed to timely pay all wages owed throughout Claimant's and the aggrieved employees' employment and following the end of the aggrieved employees' employment including minimum, regular, overtime, and double time wages, meal and rest period premiums, reimbursements, and overtime, double time, sick pay, and vacation pay at the proper rates, among other things. Accordingly, PCP violated Labor Code sections 201-204, 210, 222, 223, 227.3, 246, 256.

Based on these violations, Claimant will seek attorneys' fees, costs, and penalties under the Labor Code on behalf of herself and all other aggrieved employees who were employed by PCP during the PAGA Period. Please advise if the Labor and Workforce Development Agency has any objection to Claimant including PAGA claims in a lawsuit against PCP. Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Sincerely,

**JOSE GARAY, APLC &
LAW OFFICE OF DANIEL J. HYUN**


Daniel J. Hyun

LAW OFFICE OF DANIEL J. HYUN
1100 W. Town & Country Rd.,
Ste. 1250
Orange, CA 92868

UNITED STATES POSTAL SERVICE



7020 0640 0001 8000 8228

Agent for Service of Process for Pacific Coast
Producers
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833



U.S. POSTAGE PAID
FOLLETON, CA
92837
APR 13, 23
AMOUNT
\$8.13
R2305E124586-9

95833-950224

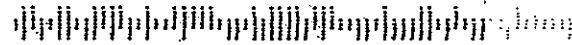


Exhibit D



Quotation Request:

Renald Konini
 Shimoda & Rodriguez Law, PC
 rkonini@shimodalaw.com
 916.525.0716

Case Name:

Date:
 RFP Number:

E. Sanchez v. Pacific Coast Producers

Thursday, September 14, 2023
 07160004

Prepared By:

Sean Hartranft
 Apex Class Action LLC
 Sean@apexclassaction.com
 949.878.3676

Settlement Specifications	
Estimated Class Size:	6,224
Certified Language Translation:	Yes
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	6	\$750.00
Data Analyst	Per Hour	\$150.00	6	\$900.00
Sub Total:				\$1,650.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.35	6,224	\$8,402.40
USPS First Class Postage	Per Piece	\$0.64	6,224	\$3,983.36
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	1,245	\$2,489.60
Receive and Process Undeliverable Mail	Per Hour	\$75.00	6	\$450.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	12	\$900.00
NCOA Address Update (USPS)	Static Rate	\$1,233.08	1	\$1,233.08
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$18,778.44

Project Management				
Project Management	Per Hour	\$150.00	8	\$1,200.00
Project Coordinator	Per Hour	\$90.00	4	\$360.00
Data Analyst and Reporting	Per Hour	\$140.00	4	\$560.00
Sub Total:				\$2,120.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$1,425.00	1	\$1,425.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$1,925.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	8	\$960.00
Account Management and Reconciliation	Per Hour	\$140.00	8	\$1,120.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	6,224	\$6,224.00
USPS First Class Postage	Per Piece	\$0.64	6,224	\$3,983.36
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.75	622	\$1,089.20
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	18	\$1,800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$16,426.56

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	8	\$1,080.00
Project Management Reconciliation	Per Hour	\$100.00	8	\$800.00
Declarations	Per Hour	\$120.00	6	\$720.00
			Sub Total:	\$2,600.00

WILL NOT EXCEED: \$43,500.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

Exhibit E

Date	Description	Amount
11/11/2021	Administration/Copy Fee - Phone, Fax, Scan, Copying, Non-Certified/Courier Postage, Westlaw Legal Research Fees	\$500.00
11/23/2021	Payment to LWDA - PAGA Filing Fee	\$75.00
12/2/2021	Payment to Court - Complex Fees	\$1,000.00
12/2/2021	Service Fee to Court - Complex and complaint fee	\$40.00
12/2/2021	Payment to Court - Complaint Fee Superior Court	\$435.00
12/13/2021	One Legal Service Fee - Complaint Served on Defendant	\$59.32
1/13/2022	One Legal Service Fee	\$16.06
1/18/2022	One Legal Service Fee	\$17.09
2/4/2022	One Legal Service Fee	\$17.09
3/18/2022	ALS Service Fee	\$39.12
5/12/2022	One Legal Service Fee - amendment to complaint order 18198053	\$17.60
5/27/2022	One Legal Service Fee - CMS order 18224145	\$61.26
9/23/2022	One Legal Service Fee - Case Management Statement, Notice, Proof of Service - 18811091	\$16.57
9/23/2022	One Legal Service Fee - Case Management Statement - 18775886	\$61.26
9/27/2022	One Legal Service Fee - Notice of Association of Counsel order 18972905	\$61.26
2/22/2023	One Legal Service Fee - Joint Stipulation	\$81.85
3/3/2023	Mediation - JAMS	\$6,875.81
3/20/2023	Certified Mail - Amended PAGA	\$9.98
3/29/2023	One Legal Service Fee - Second Amended Complaint for Damages 20105050	\$78.76
4/11/2023	One Legal Service Fee - Notice of Related Case 20188815	\$61.26
4/11/2023	One Legal Service Fee - Notice of Related Case 20188931	\$61.26
4/26/2023	One Legal Service Fee - Joint Stipulation 20052160	\$99.35
5/16/2023	One Legal Service Fee - order on notice of related cases order 20325865	\$61.26
5/19/2023	One Legal Service Fee - Notice of entry of Judgement order 20434942	\$61.26
5/19/2023	One Legal Service Fee - Notice of entry of judgement order 20434981	\$61.26
5/22/2023	One Legal Service Fee - Order on notice of related cases order 20325917	\$61.26
6/20/2023	One Legal Service Fee - Case Management Statement order 20634885	\$61.26
9/18/2023	One Legal Service Fee - court fee \$20, filing fee \$134.94 order 21158043	\$154.94
9/20/2023	One Legal Fee - Third amended complaint 21236941	\$134.35
10/18/2023	One Legal Fee - Case Management Statement 21446495	\$83.39
Anticipated	One Legal Service & Filing Fee - Preliminary Approval Motion	\$375.00
Anticipated	One Legal Fee - CMC Statement	\$61.26
Anticipated	One Legal Service & Filing Fee - Final Approval Motion	\$375.00
Anticipated	One Legal Fee - Compliance Declaration	\$61.26

Total: \$11,236.40

Exhibit F

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SAN JOAQUIN

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. STK-CV-UOE-2021-11106

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

ATTENTION: All non-exempt employees who have or continue to work for Pacific Coast Producers (“Defendant”) in California from December 7, 2017, to [REDACTED] (the “Settlement Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A SETTLEMENT CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the San Joaquin County Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Elizabet Sanchez and Griselda Ramirez (“Plaintiffs” or “Class Representatives”), and Defendant on behalf of Settlement Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Settlement Class Member.” Defendant’s records also indicate that you worked [REDACTED] weeks during the applicable Settlement Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Settlement Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On December 7, 2021, Plaintiff Elizabet Sanchez filed a wage and hour class action lawsuit against Defendant in San Joaquin County Superior Court, Case No. STK-CV-UOE-2021-11106 (“*Sanchez* Lawsuit”), on behalf of herself and similarly situated employees. On November 18, 2022, Plaintiff Griselda Ramirez, filed a separate wage and hour class action lawsuit in San Joaquin County Superior, Case No. STK-CV-UOE-2022-0010664 (“*Ramirez* Lawsuit”), on behalf of herself and similarly situated employees. Plaintiff Elizabeth Sanchez amended her complaint to include and consolidate the parties, claims, and allegations of both lawsuits into the present case on September 19, 2023. The term “Action” means and includes both the *Sanchez* Lawsuit and the *Ramirez* Lawsuit. The Settlement Class Period is from December 7, 2017, to [REDACTED] (the “Settlement Class Period”).

In the Action, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Settlement Class Members, and PAGA Employees. Plaintiffs contend that Defendant violated California law by: (1) failing to pay overtime wages, (2) failing to provide meal periods or pay meal period premiums in lieu thereof, (3) failing to provide rest periods or pay rest period premiums in lieu thereof, (4) failing to provide accurate wage statements, (5) failing to timely pay final wages, (6) failing to pay reimbursements for expenses, (7) failing to pay minimum wage for all hours worked, (8) failing to pay all wages due, (9) engaging in violations of quota laws, (10) making unlawful deductions, (11) engaging in unfair competition, and (12) committing PAGA violations.

Defendant has denied all of Plaintiffs' allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Action was resolved as a result of a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Settlement Class Members. The Agreement also applies to PAGA Employees, which are defined as all non-exempt employees working for Defendant in California from December 7, 2020, to [REDACTED]. If you are a Settlement Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Settlement Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, PAGA Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Settlement Class Member. PAGA Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Settlement Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Two Million Fifty-Three Thousand Dollars (\$2,053,000.00) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed 35% of the Gross Settlement Amount, attorneys' costs not to exceed \$30,000, Settlement Administrator Costs estimated not to exceed \$50,000, Enhancement Payments of \$15,000 to each of the named Class Representatives, and \$100,000 allocated towards resolving claims under the PAGA (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Settlement Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Settlement Class Member's share of the Net Settlement Amount will depend on the number of weeks worked by participating Settlement Class Members during the Settlement Class Period. Of the \$100,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among PAGA Employees.

The number of weeks you worked during the Settlement Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment ("Individual Settlement Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Settlement Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Settlement Class Members opt out will have no effect on PAGA Employees' allocations for the PAGA claims.

B. Individual Settlement Amounts and Allocation Between Settlement Class Members and PAGA Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Settlement Class Member and to PAGA Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that all Individual Settlement Amounts payable to eligible Settlement Class Members will be allocated from the Net Settlement Amount and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to PAGA Employees will be paid as 100% for civil penalties.

Payment to Participating Settlement Class Members and PAGA Employees will not require the submission of a claim form. Each Participating Class Member's share will be determined by dividing their total weeks worked within the Settlement Class Period by the total weeks worked by all Participating Settlement Class Members within the Settlement Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Settlement Class Member's individual share of the Net Settlement Amount. Each PAGA Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Period by the total weeks worked by all PAGA Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the PAGA Employee's individual share. The PAGA Period is defined as December 7, 2020, to [REDACTED]. Defendant's records indicate that you worked [REDACTED] weeks during the applicable PAGA Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount

stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Settlement Class Member. Receipt of the Individual Settlement Amounts will not entitle any Settlement Class Member or PAGA Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant’s Records and Resolution of Workweek Disputes

For each Settlement Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant’s records. Defendant’s records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant’s records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Settlement Class Member. If a Settlement Class Member disputes the accuracy of Defendant’s records, all supporting documents evidencing additional workweeks must be submitted by the Settlement Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Settlement Class Members who do not opt out and PAGA Employees, the Agreement contains the following releases:

Settlement Class Members who do not opt out will be deemed to have released [1.29 text].

PAGA Employees will be deemed to have released [1.30 text].

The individuals released (“Released Parties”) include [1.31 text].

Settlement Class Members and/or PAGA Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A SETTLEMENT CLASS MEMBER

A. Participating as a Settlement Class Member

If you wish to be a Participating Settlement Class Member and believe your workweek information is accurate, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Settlement Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from the being a Settlement Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement, you may request to be excluded (*i.e.*, “opt out”) by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Settlement Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member and not received their share of the Net Settlement Amount. PAGA Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Settlement Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Sanchez v. Pacific Coast Producers*, STK-CV-UOE-2021-11106) (e) be signed; and (f) be post-marked no later than [redacted]. The objection must be sent to the Settlement Administrator at the address identified in Section III.B and to counsel for Plaintiffs and Defendant at the addresses identified in Section VI of this notice.

If you have submitted a written objection as outlined above, you may also appear at the final approval hearing to state your objection. Any Settlement Class Member who does not request exclusion may, if the Settlement Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendant.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Settlement Class Members who do not request exclusion. After final approval, each and every Settlement Class Member who does not opt out of the Settlement and PAGA Employees, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Settlement Class Member by Defendant in California during the Settlement Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department ____, [address] on [redacted] at [redacted] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representatives' Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Settlement Administrator's website: [admin web address]. You can also contact Class Counsel or Defendant's Counsel as follows:

On behalf of Plaintiffs

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
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Daniel J. Hyun
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1100 West Town and Country Road, Suite 1250
Orange, California 92868
Telephone: (949) 590-4122
Facsimile: (949) 528-2596

Jose R. Garay
Jose Garay, APLC
249 E. Ocean Blvd. #814
Long Beach, CA 90802
Telephone: (949) 208-3400

On behalf of Defendant

John H. Adams, Jr.
Elizabeth Staggs-Wilson
Littler Mendelson, P.C.
500 Capitol Mall, Suite 2000
Sacramento, California 95814

Telephone: 916.830.7200
Fax No.: 916.561.0828

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

Exhibit G

From: [DIR PAGA Unit](#)
To: [Elias Tapia](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, January 23, 2024 3:00:17 PM

01/23/2024 02:58:50 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm