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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE

JOSE RUIZ VIDAL, PABLO GOMEZ
ESTRADA individually, on behalf of all others
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act; RAFAEL
VALLE TORRES individually, and on behalf of
all others similarly situated,

Plaintiffs,

vs.

FARIA LAND AND CATTLE COMPANY
LLC, a California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: VCU310614

[Assigned for all purposes to Hon. David C.
Mathias]

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint Filed: July 1, 2024
Trial: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff JOSE RUIZ VIDAL, Plaintiff PABLO GOMEZ ESTRADA, and Plaintiff RAFAEL VALLE TORRES (“Plaintiffs”) and Defendant FARIA LAND AND CATTLE COMPANY, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Jose Ruiz Vidal, et al. v. Faria Land and Cattle Company, LLC*, Case No. VCU310614 initiated on July 1, 2024, pending in Superior Court of the State of California, County of Tulare.
- 1.2. “Administrator” means Apex, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” or “the Class” is defined as all persons who worked for Defendant in California as an hourly paid, non-exempt employee during the Class Period.
- 1.5. “Class Counsel” means The Sentinel Firm, APC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and costs/expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Members’ name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.8. “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as a PAGA Group Member).

- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from July 1, 2020 through May 26, 2025, or as modified pursuant to Paragraph 8 of the Agreement.
- 1.12. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Tulare.
- 1.15. “Defendant” means named Defendant FARIA LAND AND CATTLE COMPANY, LLC.
- 1.16. “Defense Counsel” means MCCORMICK BARSTOW LLP.
- 1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means **Three Hundred Nineteen Thousand Five Hundred Dollars and Zero Cents (\$319,500.00)** which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment.
- 1.22. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the PAGA Group Member’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.26. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “PAGA Group Members” means all persons who worked for Defendant in California as an hourly paid, non-exempt employee during the PAGA Period.

- 1.30. “PAGA Pay Period” means any Pay Period during which a PAGA Group Member worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from July 1, 2023 through May 26, 2025 or as modified pursuant to Paragraph 8 of the Agreement.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notices” means Plaintiffs’ letters to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a) (i.e., Plaintiff Vidal’s July 1, 2024 letter and Plaintiff Estrada’s July 22, 2024 letter).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$30,000.00, allocated 35% to the PAGA Group Members (\$10,500.00) and the 65% to LWDA (\$19,500.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means JOSE RUIZ VIDAL, PABLO GOMEZ ESTRADA, and RAFAEL VALLE TORRES, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means the claims being released by all Participating Class Members as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, agents, employees, attorneys, insurers, reinsurers, predecessors, successors, assigns, administrators, fiduciaries, trustees, principals, heirs, representatives, accountants, auditors, and consultants.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to

Class Members and PAGA Group Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1. On July 1, 2024, Plaintiff Vidal commenced this Action by filing a Complaint alleging causes of action against Defendant Faria Land and Cattle Company, LLC for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On October 31, 2024, Plaintiff Vidal filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.] and adding Plaintiff Estrada as a class and PAGA representative and Plaintiff Torres as a class representative. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint and in the PAGA Notices, denies any failure to comply with the laws identified in the Operative Complaint and/or the PAGA Notices, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiffs Vidal and Estrada gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.3. On March 26, 2025, the Parties participated in an all-day mediation presided over by well-

1 regarded mediator Doug leach, Esq. and reached an agreement to settle the Action.

2 2.4. Prior to the mediation, Plaintiffs obtained, through informal discovery, documents, data,
3 and information necessary to evaluate the claims in the Action, including a 50% sample of pay and time
4 records for the Class. Plaintiffs' investigations were sufficient to satisfy the criteria for Court approval set
5 forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker*
6 *Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

7 2.5. The Court has not granted class certification.

8 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
9 other pending class action asserting claims that will be extinguished or affected by the Settlement.

10 **3. MONETARY TERMS.**

11 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
12 promises to pay a maximum of \$319,500.00 as the Gross Settlement Amount, and to separately pay any
13 and all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment.
14 Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the
15 deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
16 Settlement Amount without asking or requiring Participating Class Members or PAGA Group Members to
17 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to
18 Defendant.

19 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
20 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
21 Approval:

22 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not
23 more than \$7,500 each in addition to any Individual Class Payment and any Individual PAGA
24 Payment the Class Representatives are entitled to receive as Participating Class Members.
25 Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do
26 not exceed this amount. Plaintiffs will seek Court approval for any Class Representative Service
27 Payments in the Final Approval Motion. If the Court approves Class Representative Service
28 Payments less than the amount requested, the Administrator will retain the remainder in the Net

Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments, and agree to indemnify Defendant and hold them harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiffs' obligations to pay taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments. Plaintiffs will seek Court approval for Class Counsel Fees Payment and Class Litigation Expenses Payment in the Final Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on these Payments or from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,750.00, the Administrator will retain the remainder in the Net Settlement Amount. Apex has been selected as the Administrator, based upon its "not to exceed" bid of \$6,750.00.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)

dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 1/3 of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion of each Individual Class Payment is subject to tax withholding and will be reported on an IRS W-2 Form. 1/3 of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and 1/3 of each Participating Class Member's Individual Class Payment will be allocated to settlement of claim for penalties (the "Non-Wage Portion"). The Non-Wage Portion of each Individual Class Payment is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments, and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

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

3.2.5. To the LWDA and PAGA Group Members: PAGA Penalties in the amount of \$30,000.00 be paid from the Gross Settlement Amount, with 65% (\$19,500.00) allocated to the LWDA PAGA Payment and 35% (\$10,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)

dividing the amount of the PAGA Group Members' 35% share of PAGA Penalties (\$10,500.00) by the total number of PAGA Period Pay Periods worked by all PAGA Group Members during the PAGA Period and (b) multiplying the result by each PAGA Group Member's PAGA Period Pay Periods. PAGA Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payments, and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and PAGA Group Member Pay Periods. As of March 26, 2025, the number of Workweeks worked by 120 class members during the Class Period is estimated to be 10,939.

4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion of the Gross Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided, which date shall be one hundred eighty (180) days after the date of mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Group Members including Non-Participating Class Members who qualify as PAGA Group Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding

address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

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

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release.

5.1.1. Scope of Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all of the claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or

1 without malice, or a breach of any duty, law or rule, without regard to the
2 subsequent discovery or existence of such different or additional facts.
3 Additionally, Plaintiffs release the Released Parties of all claims, charges,
4 complaints, liens, demands, causes of action, obligations, damages and liabilities,
5 known or suspected, arising from their employment with the Defendant, including,
6 without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. §
7 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the
8 Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair
9 Labor Standards Act (including the Equal Pay Act); (7) the California and the
10 United States Constitution; (8) the California Labor Code; (9) the Family and
11 Medical Leave Act; (10) the California Family Rights Act; (11) the Worker
12 Adjustment and Retraining Notification Act; (12) the Employee Retirement
13 Income Security Act; (13) the Immigration Reform and Control Act; (14) the
14 California Business and Professions Code, sections 17200, et seq.; (15) the
15 California Government Code; and (16) the California Wage Orders (collectively
16 “Claim” or “Claims”) which Plaintiffs now have, own or hold, or claim to have,
17 own or hold, or which Plaintiffs at any time had, owned or held, or claimed to
18 have, own or hold against any of the Released Parties up to and including, as of the
19 final approval of this Settlement Agreement. (Everything released based on the
20 above as well as everything released as part of the Released Class Claims discussed
21 below will be referred to as “Plaintiffs’ Release.”) Plaintiffs’ Release does not
22 extend to any claims or actions to enforce this Agreement, or to any claims for
23 vested benefits, unemployment benefits, disability benefits, social security benefits,
24 workers’ compensation benefits that arose at any time. Plaintiffs acknowledge that
25 Plaintiffs may discover facts or law different from, or in addition to, the facts or
26 law that Plaintiffs now know or believe to be true but agrees, nonetheless, that
27 Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding
28 such different or additional facts or Plaintiffs’ discovery of them.

5.1.2. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each Settlement Class Member had, now has, or may hereafter claim to have against the Released Parties stated in the Plaintiffs' Operative Complaint, raised by Plaintiffs to the LWDA (in the PAGA Notice or elsewhere), or that could have been stated based on the facts alleged in the Operative Complaint or PAGA Notice to the LWDA ("Released Class Claims"). The Released Class Claims include without limitation violations of Labor Code sections 90.5, 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2802; applicable IWC Wage Orders; Code of Regulations, Title 8, Section 11000 et seq., and Business & Professions Code section 17200, et. seq. If Participating Class Members are also PAGA Group Members, they also hereby release the Released Parties, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice, including without limitation any and all penalties based on claims of the Labor Code sections, IWC Wage Orders, or regulations cited above. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Non-Participating Class Members Who Are PAGA Group Members: All Non-Participating Class Members who are PAGA Group Members are deemed to release, on behalf of

1 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
2 successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
3 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint
4 and the PAGA Notices attached hereto as **Exhibit B**, including without limitation claims of alleged
5 violations of Labor Code sections 90.5, 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1175,
6 1194, 1194.2, 1197, 1197.1, 1198, 2802; applicable IWC Wage Orders; Code of Regulations, Title 8,
7 Section 11000 et seq., and Business & Professions Code section 17200, et. seq.

8 **6. MOTION FOR PRELIMINARY APPROVAL.**

9 Plaintiffs shall prepare and file a motion for preliminary approval (“Motion for Preliminary
10 Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

11 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within seven (7) days of the
12 full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed
13 Declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of
14 interest with the Administrator that Defendant or Defense Counsel may have. In this Declaration, Defense
15 Counsel shall aver that they are not aware of any other pending class action asserting claims that will be
16 extinguished or adversely affected by the Settlement.

17 6.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
18 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
19 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
20 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code §
21 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA
22 Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching
23 its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve;
24 competency; operative procedures for protecting the security of Class Data; amounts of insurance
25 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or
26 potential conflicts of interest with Class Members; and the nature and extent of any financial relationship
27 with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming
28 willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of

interest with Class Members or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

1 federal tax authorities.

2 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
3 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

4 7.4. Notice to Class Members.

5 7.4.1. No later than three (3) business days after receipt of the Class Data, the
6 Administrator shall notify Class Counsel that the list has been received and state
7 the number of Class Members, PAGA Members, Workweeks, and PAGA Pay
8 Periods in the Class Data.

9 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
10 fourteen (14) days after receiving the Class Data, the Administrator will send to all
11 Class Members identified in the Class Data, via first-class United States Postal
12 Service (“USPS”) mail, the Class Notice (with Spanish translation) substantially in
13 the form attached to this Agreement as **Exhibit A**. The first page of the Class
14 Notice shall prominently estimate the dollar amounts of any Individual Class
15 Payment and/or Individual PAGA Payment payable to the Class Member, and the
16 number of Workweeks and PAGA Pay Periods used to calculate these amounts.
17 Before mailing Class Notices, the Administrator shall update Class Member
18 addresses using the National Change of Address database.

19 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
20 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
21 Class Notice using any forwarding address provided by the USPS. If the USPS
22 does not provide a forwarding address, the Administrator shall conduct a Class
23 Member Address Search, and re-mail the Class Notice to the most current address
24 obtained. The Administrator has no obligation to make further attempts to locate
25 or send Class Notice to Class Members whose Class Notice is returned by the
26 USPS a second time.

27 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
28 and/or Pay Periods, and Requests for Exclusion will be extended an additional

fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice or as otherwise extended for re-mailed Class Notices as described herein. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline, subject to extension for remailed Class Notices as described herein.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably

ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Group Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class Notices as described herein, to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are

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

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline, or as otherwise extended for re-mailed Class Notices as described herein.

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Class Notice, the Final Approval and the Judgment on the Administrator's website. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

1 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their
3 validity. Not later than five (5) days after the expiration of the deadline for
4 submitting Requests for Exclusion, the Administrator shall email a list to Class
5 Counsel and Defense Counsel containing (a) the names and other identifying
6 information of Class Members who have timely submitted valid Requests for
7 Exclusion (“Exclusion List”); (b) the names and other identifying information of
8 Class Members who have submitted invalid Requests for Exclusion; (c) copies of
9 all Requests for Exclusion from Settlement submitted (whether valid or invalid).

10 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
11 reports to Class Counsel and Defense Counsel that, among other things, tally the
12 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
13 Requests for Exclusion (whether valid or invalid) received, objections received,
14 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks
15 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
16 Report”). The Weekly Reports must include provide the Administrator’s
17 assessment of the validity of Requests for Exclusion and attach copies of all
18 Requests for Exclusion and objections received.

19 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
20 address and make final decisions consistent with the terms of this Agreement on all
21 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
22 The Administrator’s decision shall be final and not appealable or otherwise
23 susceptible to challenge.

24 7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by
25 which Plaintiffs are required to file the Motion for Final Approval of the
26 Settlement, the Administrator will provide to Class Counsel and Defense Counsel,
27 a signed declaration suitable for filing in Court attesting to its due diligence and
28 compliance with all of its obligations under this Agreement, including, but not

limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.

Based on its records, Defendant estimates that, as of March 26, 2025, the number of Workweeks during the Class Period is estimated to be 10,939. The parties stipulate to a 10% escalation of the estimated Workweeks in the final Workweeks' count at the end of the Class Period without any increase to the Gross Settlement Amount. If the number of actual Workweeks during the Class Period exceeds this 10% cushion above the estimated workweek total of 10,939 (i.e., exceeds 12,033 workweeks), Defendant may elect to either (1) purchase the additional workweeks above the 10% cushion (i.e. the weeks above the 12,033 total) at a pro rata rate, or (2) cut off the release period as of the date the 10% cushion is exhausted. If Defendant elects Option (1) from the previous sentence, Defendant shall increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of Workweeks in excess of 12,033 workweeks. For example, if there is a 1% increase over the 10% cushion, then the GSA increases by 1%. Defendant shall provide the estimated Workweeks total for the entire Class Period, (i.e. from July 1, 2020 through

May 26, 2025) to Plaintiff's counsel five (5) days prior to filing a motion for preliminary approval of this settlement for determining the exact release period for court approval in case the escalator clause is triggered.

9. DEFENDANT'S RIGHT TO WITHDRAW

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than five (5) business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five (5) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to

1 obtain Final Approval.

2 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
3 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
4 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
5 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
6 law.

7 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
9 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the
10 Parties, their respective counsel, and all Participating Class Members who did not object to
11 the Settlement as provided in this Agreement, waive all rights to appeal from the
12 Judgment, including all rights to post-judgment and appellate proceedings, the right to file
13 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
14 waiver of appeal does not include any waiver of the right to oppose such motions, writs or
15 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
16 Agreement will be suspended until such time as the appeal is finally resolved and the
17 Judgment becomes final, except as to matters that do not affect the amount of the Net
18 Settlement Amount.

19 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
21 material modification of this Agreement (including, but not limited to, the scope of release
22 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
23 nevertheless expeditiously work together in good faith to address the appellate court's
24 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,
25 any additional Administration Expenses reasonably incurred after remittitur. An appellate
26 decision to vacate, reverse, or modify the Court's award of the Class Representative
27 Service Payment or any payments to Class Counsel shall not constitute a material
28 modification of the Judgment within the meaning of this paragraph, as long as the Gross

Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs,

1 Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any
2 conversation or other communication, before the filing of the Motion for Preliminary Approval, any with
3 third party regarding this Agreement or the matters giving rise to this Agreement except to respond only
4 that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
5 communications with Class Members in accordance with Class Counsel’s ethical obligations owed to
6 Class Members.

7 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
8 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
9 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate
10 with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

11 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
13 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
14 by any Party.

15 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action
17 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
18 execute any other documents reasonably required to effectuate the terms of this Agreement including any
19 amendments to this Agreement.

20 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
22 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
23 the Court. In the event the Parties are unable to agree upon the form or content of any document
24 necessary to implement the Settlement, or on any modification of the Agreement that may become
25 necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court
26 for resolution.

27 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to

any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.

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

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

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Seung Yang (SBN 249857)
seung.yang@thesentinel.com
Tiffany Hyun (SBN 311743)
tiffany.hyun@thesentinel.com
Jeffrey Jackson (SBN 290364)
jeffrey.jackson@thesentinel.com
THE SENTINEL FIRM, APC
355 S. Grand Ave., Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendant:

Christina Cusimano (SBN 258627)
Christina.cusimano@mccormickbarstow.com
MCCORMICK BARSTOW LLP
7647 North Fresno Street
Fresno, California 93720
Telephone: (559) 43301300
Facsimile: (559) 433-2300

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

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that

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

IT IS SO AGREED.

Plaintiffs & Class Representatives:

Dated: 06 / 20 / 2025

By: Jose
JOSE RUIZ VIDAL

Dated: 06 / 21 / 2025

By: Pablo G.E
PABLO GOMEZ

Dated: 06 / 20 / 2025

By: Rafael Valle
RAFAEL VALLE TORRES

Plaintiffs' Counsel:

Dated: June 20, 2025_

By: AY
THE SENTINEL FIRM, APC
Seung Yang
Tiffany Hyun
Jeffrey Jackson

Attorneys for Plaintiffs JOSE RUIZ VIDAL,
PABLO GOMEZ ESTRADA, and RAFAEL
VALLE TORRES

Defendant:

Dated: 07/30/25

By: MICHAEL FARIA
FARIA LAND AND CATTLE COMPANY, LLC
Print Name

MICHAEL FARIA
Signature

Mike Faria

Title

Defendant's Counsel:

Dated: 07/30/25

["]
MCCORMICK BARSTOW LLP

By: _____

Christina Cusimano

Attorneys for Defendant
FARIA LAND AND CATTLE COMPANY, LLC