

## JOINT STIPULATION OF SETTLEMENT AND RELEASE OF CLASS ACTION AND PAGA CLAIMS

This Joint Stipulation of Settlement and Release of Class Action and PAGA Claims (the “**Settlement**,” “**Agreement**,” “**Joint Stipulation**,” or “**Settlement Agreement**”) is made between Plaintiffs Joyce Foster, Arroor Singh, Elicia Cisneros, Alejandro Haro, Darelle T. Watkins, and Ofelia Ferrel Palacios (“**Plaintiffs**”), on behalf of themselves and all others similarly situated, and Defendant Foster Poultry Farms LLC, Foster Farms LLC, Foster Poultry Farms (“**Foster Farms**” or “**Defendant**”) (collectively referred to as the “**Parties**”) to settle their claims in the coordinated actions entitled *In Re Foster Farms Wage and Hour Cases*, Fresno County Superior Court Case No. 21JCCP05166 (hereinafter, the “**Lawsuits**”).

The Settlement shall be binding on Plaintiffs, Participating Class Members (as defined herein), the State of California and LWDA as to the Aggrieved Employees (as defined herein), and Defendant, subject to the terms and conditions, definitions and recitals set forth herein, and to the approval of the Court. This Settlement Agreement supersedes any and all prior memoranda of understanding and is intended by the Parties to fully, finally and forever, resolve, discharge and settle the Released Claims (as defined below), subject to the terms and conditions hereof.

### **I. DEFINITIONS**

In addition to the other terms defined in this Agreement, the terms below shall be defined as follows for purposes of this Settlement Agreement:

1. **Administration Costs**: The amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement, which shall not exceed \$170,000. If the actual administration costs are less than the amount allocated in this Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the amount awarded by the Court will become part of the Net Settlement Amount.

2. **Aggrieved Employees**: All current and former non-exempt, hourly employees who were employed by Foster Farms within the State of California at any time from January 23, 2017, through October 7, 2025, and did not already release all of their potential claims against Defendant during the PAGA Period via a Prior Release.

3. **Attorneys’ Fees Award**: The amount of attorneys’ fees approved by the Court and awarded to Class Counsel. This amount shall not exceed thirty-three and a third percent (33.33%) or \$3,000,000 of the Gross Settlement Amount. The Attorneys’ Fees Award shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount.

4. **Class**: All current and former non-exempt, hourly employees who were employed by Foster Farms within the State of California at any time from September 25,

2013, through October 7, 2025, and did not already release all of their potential claims against Defendant during the Class Period via a Prior Release.

5. **Class Counsel:** David Mara and Jill Vecchi of Mara Law Firm, PC; Kevin Barnes of Law Offices of Kevin T. Barnes; Gregg Lander of DLaw, Inc.; Raphael A. Katri of Law Offices of Raphael A. Katri; Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Piya Mukherjee of Blumenthal Nordrehaug Bhowmik De Blouw LLP; Shaun Setareh of Setareh Law Group; and David Bibiyan and Sarah H. Cohen of Bibiyan Law Group, P.C.

6. **Class Data:** A spreadsheet Defendant will deliver to the Settlement Administrator, which will include the following information for each Class Member: (a) first and last name; (b) last known mailing address; (c) social security number; (d) last known telephone number; (e) the total number of Compensable Workweeks each Class Member performed work for Defendant in California as a non-exempt, hourly employee during the Class Period, less any period of time covered by a Prior Release of Claims; and (f) the total number of Compensable Pay Periods during the PAGA Period each Aggrieved Employee performed work for Defendant in California as a non-exempt, hourly employee, less any period of time covered by a Prior Release of Claims.. The Class Data shall be compiled in good faith from Defendant's payroll, personnel, and other business records.

7. **Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above.

8. **Class Notice:** The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.

9. **Class Period:** September 25, 2013, through October 7, 2025.

10. **Class Representatives:** Joyce Foster, Arroor Singh, Elicia Cisneros, Alejandro Haro, Darelle T. Watkins, and Ofelia Ferrel Palacios.

11. **Class Representative Enhancement Payments:** The amount the Court awards to the Class Representatives, which will not exceed \$15,000 each. These payments shall be paid from the Gross Settlement Amount and are being offered in consideration for Plaintiffs executing a general release of claims against Defendant, a release that is broader than any Participating Class Member will provide in consideration for a settlement share. This payment is also offered in consideration for the benefit conferred by such Plaintiffs upon the State of California and the Class, and the time and effort Plaintiffs expended into pursuing the litigation. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount.

12. **Compensable Pay Periods:** The number of pay periods in which each Aggrieved Employee worked as a non-exempt, hourly employee for Defendant within the State of California at any time during the PAGA Period, less any such pay periods that were covered by a Prior Release.

13. **Compensable Workweeks**: The number of weeks in which each Class Member worked as a non-exempt, hourly employee for Defendant within the State of California at any time during the Class Period, less any such weeks that were covered by a Prior Release.

14. **Cost Award**: The amount that the Court awards for reimbursement of actual litigation costs, which shall not exceed \$200,000. The Cost Award will be paid from the Gross Settlement Amount. The Cost Award is subject to Court approval. If the actual costs incurred are less than the amount allocated in this Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the amount awarded by the Court will become part of the Net Settlement Amount.

15. **Counsel for Defendant**: Christian J. Rowley and Eric E. Hill of Seyfarth Shaw LLP and Ruth Zadikany and Michael Jaeger of Mayer Brown LLP.

16. **Court**: Superior Court of California, County of Fresno.

17. **Effective Final Settlement Date**: The date on which 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 (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

18. **Employer Taxes**: The employer's portion of payroll taxes due on the portion of the Settlement Payments allocated to wages, including, but not limited to Defendant's FICA, FUTA, and SUI contributions owed to the appropriate local, state, and federal taxing authorities. Defendant will pay the Employer Taxes separate and apart from the Gross Settlement Amount.

19. **Final Judgment or Final Approval**: The final order entered by the Court approving this Agreement.

20. **Funding of Settlement**: Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later twenty-one (21) calendar days after the Effective Final Settlement Date.

21. **Gross Settlement Amount or GSA**: The non-reversionary gross sum of \$9,000,000, which shall be the total sum paid by Defendant to fully settle the Released Class Claims and Released PAGA Claims pursuant to this Settlement Agreement, and includes the: (a) Net Settlement Amount; (b) Attorneys' Fees Award and Cost Award to Class Counsel, as approved by the Court; (c) Class Representative Enhancement Payments to the Class Representatives, as approved by the Court; (d) Administration Costs to the Settlement Administrator, as approved by the Court; and (e) the PAGA Payment to the LWDA and to Aggrieved Employees, as approved by the Court. Any Employer Taxes shall be paid by Defendant to the applicable state or federal authorities outside of and in addition

to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason. In no event shall Defendant be liable to pay more than the Gross Settlement Amount and Employer's Taxes, except as provided in the Escalator Clause (Section III-2).

22. **Individual Class Settlement Payment:** Each Participating Class Member's *pro rata* share of the Net Settlement Amount, which shall be calculated based on their number of Compensable Work Weeks during the Class Period pursuant to the terms of this Settlement Agreement.

23. **Individual PAGA Settlement Payment:** Each Aggrieved Employee's *pro rata* share of the PAGA Aggrieved Employee Payment, which will be calculated based upon their number of Compensable Pay Periods worked during the PAGA Period.

24. **LWDA:** California Labor and Workforce Development Agency ("LWDA").

25. **LWDA Payment:** Seventy-five percent (75%) of the PAGA Payment (*i.e.*, \$187,500), that is to be paid to the LWDA, as described in this Settlement.

26. **Net Settlement Amount or NSA:** The Gross Settlement Amount, less the Court-approved (a) Attorneys' Fees Award, (b) Cost Award, (c) Class Representative Enhancement Payments, (d) Administration Costs, and (e) PAGA Payment.

27. **Operative Complaints:** Refers collectively to the operative complaints in the following actions, which have been coordinated in the Superior Court of California, County of Fresno under Case No. 21JCCP05166:

- A. The Third Amended Complaint filed by Plaintiff Joyce Foster on May 5, 2022 (Fresno County Superior Court Case No. 17CECG03296);
- B. The First Amended Complaint filed by Arroor Singh on November 21, 2019 (Merced County Superior Case No. 18CV-05039);
- C. The First Amended Complaint filed by Elicia Cisneros on May 21, 2021 (Merced County Superior Court Case No. 19CV-04647);
- D. The Second Amended Complaint filed by Alejandro Haro on May 11, 2021 (Merced County Superior Court Case No. 19CV-02008);
- E. The Complaint filed by Darelle T. Watkins on September 24, 2020 (Los Angeles County Superior Court Case No. 20STCV36958);
- F. The PAGA Complaint filed by Darrelle T. Watkins on September 10, 2021 (Los Angeles County Superior Court Case No. 21STCV33667); and

G. The First Amended Complaint filed by Ofelia Ferrel Palacios on January 18, 2023 (Merced County Superior Court Case No. 22CV-02200).

28. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698 *et seq.*).

29. **PAGA Aggrieved Employees Payment**: Twenty-five percent (25%) of the PAGA Payment (*i.e.*, \$62,500), to be paid to Aggrieved Employees, as described in this Settlement.

30. **PAGA Notices**: The written notices Plaintiffs submitted to the LWDA notifying the LWDA of their intent to seek civil penalties against Defendant for alleged violations of the California Labor Code on behalf of themselves and other allegedly aggrieved employees.

31. **PAGA Payment**: \$250,000, to be paid from the Gross Settlement Amount, which shall be allocated as follows: seventy-five percent (75%) or \$187,500, shall be paid to the LWDA and the remaining twenty-five percent (25%) or \$62,500, shall be distributed to Aggrieved Employees based on their number of Compensable Pay Periods during the PAGA Period.

32. **PAGA Period**: January 23, 2017, through October 7, 2025.

33. **PAGA Settlement**: Refers to the settlement of claims included in the Released PAGA Claims, for which Aggrieved Employees will receive an Individual PAGA Settlement Payment.

34. **Participating Class Members**: All Class Members who do not submit a valid and timely Request for Exclusion.

35. **Prior Release**: Any prior release of claims executed by a Class Member pursuant to which such Class Member has released, in whole or in part, the Released Class Claims and/or Released PAGA Claims, including claims released through the Court-approved settlement in *Avalos v. Foster Poultry Farms* (Fresno Superior Court, Case No. 11CECG00784).

36. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the Class Settlement.

37. **Released Claims**: Collectively refers to the Released Class Claims and the Released PAGA Claims.

38. **Released Class Claims**: Each Participating Class Member shall fully release and discharge Defendant and the Released Parties from any and all causes of action, claims, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys' fees and costs, experts' fees and costs, damages, and actions of every nature and description, whether known or unknown, actual or potential, that were alleged in or reasonably arise out of the same set of operative facts contained in the complaints filed by

Plaintiffs in the Lawsuits, including the Operative Complaints, and/or PAGA Notices, and that could reasonably have been alleged based on the factual allegations contained in such complaints and/or PAGA Notices, arising during the Class Period, including claims for: unpaid, miscalculated or untimely payment of wages due (including, without limitation, minimum, regular, overtime double-time and reporting time wages); off-the-clock work; failure to provide legally-compliant meal periods and to properly provide associated premium pay; failure to authorize and permit legally-compliant rest periods and to properly provide associated premium pay; failure to pay all wages timely during employment and upon termination of employment; failure to provide compliant wage statements; failure to keep requisite payroll records; failure to permit employees to inspect copies of personnel files or payroll records; and failure to indemnify/reimburse for necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders; unfair business practices in violation of California Business & Professions Code 17200 *et seq.* based on the aforementioned, and all pre- and post-judgment interest, compensatory and statutory compensation, general damages, disgorgement, declaratory relief, statutory damages, accounting of all minimum wages and sums allegedly unlawfully withheld as a result thereof, injunctive relief, restitution, statutory or civil penalties, interest and/or attorneys' fees and costs as a result thereof, and other amounts recoverable under the aforementioned claims, causes of action or legal theories of relief. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims via this Settlement, 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.

39. **Released PAGA Claims:** Each Aggrieved Employee shall fully release and discharge Defendant and the Released Parties from any and all claims, causes of action, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys' fees and costs, experts' fees and costs, damages, and actions of every nature and description, whether known or unknown, actual or potential, that were alleged in or reasonably arise out of the same set of operative facts contained in complaints filed by Plaintiffs in the Lawsuits, including the Operative Complaints, and/or in the PAGA Notices, and/or that could reasonably have been alleged based on the factual allegations contained in such complaints and/or PAGA Notices, arising during the PAGA Period, including claims for: unpaid, miscalculated or untimely payment of wages due (including, without limitation, minimum, regular, overtime double-time and reporting time wages); off-the-clock work; failure to provide legally-compliant meal periods and to properly provide associated premium pay; failure to authorize and permit legally-compliant rest periods and to properly provide associated premium pay; failure to pay all wages timely during employment and upon termination of employment; failure to provide compliant wage statements; failure to keep requisite payroll records; failure to permit employees to inspect copies of personnel files or payroll records; and failure to indemnify/reimburse for necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders. . The release shall be for the PAGA Period. The Released PAGA Claims do not include claims for wrongful termination, discrimination,

unemployment insurance, disability and workers' compensation, and claims outside of the PAGA Period.

40. **Released Parties:** Defendant and its current, present and future parent companies, subsidiaries, affiliates, predecessors, successors, joint venturers and related companies, joint employers and co-employers (including any temporary staffing agencies), and all of their respective present or former officers, directors, executive-level employees, agents, registered representatives, attorneys, insurers, successors and assigns.

41. **Releasing Parties:** Collectively refers to Releasing Participating Class Parties (defined below) and Releasing Aggrieved Employee Parties (defined below).

42. **Response Deadline:** Sixty (60) calendar days from the initial mailing of the Class Notices. If the 60<sup>th</sup> day falls on a Sunday or federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open.

43. **Settlement Administrator:** The third-party company that the Parties agree will be responsible for administering the Settlement is APEX.

## II. **RECITALS**

### 1. **Class Certification**

For purposes of this Settlement only, the Parties stipulate to class certification of the Class with respect to the Released Class Claims. If the Court does not grant either preliminary or final approval of this Settlement, the Parties will work together in good faith to agree on a revised settlement agreement to address the Court's concerns. If the Parties are unable to reach agreement, or the Court does not grant either preliminary or final approval of the revised settlement, the Parties agree that this stipulation regarding class certification will be revoked and the Parties will resume litigation. Should the Settlement not become final for any reason, the fact that the Parties stipulate and agree to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, whether any class could or should be certified outside of the context of this Stipulation. Defendant reserves all of its rights to challenge all claims and allegations in the Lawsuits upon all procedural and factual grounds, including, without limitation, the ability to challenge class or representative action treatment on any grounds, to move for dismissal of any or all claims, and to assert any and all potential defenses or privileges. Plaintiffs and Class Counsel agree that Defendant retains and reserves the right and they agree not to take a position to the contrary; specifically, Plaintiffs and Class Counsel agree not to argue or present any argument, and hereby waive any argument that this Stipulation (if it does not become final for any reason) prevents Defendant from contesting class certification on any grounds, from seeking decertification, from moving for dismissal of or judgment with respect to any or all claims, and/or from asserting any and all other potential defenses and privileges if the Lawsuits were to proceed. Further, the negotiation related to this Stipulation shall remain strictly confidential and subject to the provisions of California Evidence Code sections 1119 and 1152 and/or Rule 408 of the Federal Rules of Evidence or any similar rules and privileges that might apply.

2. **Procedural History**

a. On September 12, 2017, Plaintiff Joyce Foster provided notice to the LWDA of her intent to seek civil penalties for alleged violations of the California Labor Code under PAGA.

b. On September 25, 2017, Plaintiff Foster filed a wage-and-hour class action complaint against Defendant in the Superior Court for the State of California, Fresno County (Case No. 17CECG03296), on behalf of herself and other allegedly similarly situated employees.

c. Plaintiff Arroor Singh filed a wage-and-hour class action against Defendant on December 14, 2018 in the Superior Court for the State of California, Merced County (Case No. 18CV-05039), on behalf of himself and other allegedly similarly situated employees.

d. Plaintiffs Elicia Cisneros and Eduardo Soto filed a wage-and-hour class action against Defendant on April 30, 2019 in the Superior Court for the State of California, Los Angeles County, on behalf of himself and other allegedly similarly situated employees. On August 28, 2019, the case was transferred to Merced County Superior Court (Case No. 19CV-04647).

e. Plaintiff Alejandro Haro filed a wage-and-hour class action against Defendant on May 7, 2019 in the Superior Court for the State of California, Merced County (Case No. 19CV-02008), on behalf of himself and other allegedly similarly situated employees.

f. Plaintiff Darelle Watkins filed a wage-and-hour class action against Defendant on September 24, 2020, in the Superior Court for the State of California, Los Angeles County (Case No. 20STCV36958), on behalf of himself and other allegedly similarly situated employees. Watkins subsequently filed a PAGA representative action against Defendant on September 10, 2021 in Los Angeles County Superior Court.

g. On October 8, 2021, the above-referenced actions were coordinated in the Superior Court for the State of California, Fresno County and was designated with Case No. 21JCCP05166.

h. Plaintiffs filed two motions for class certification on February 23, 2024. Defendant opposed these motions on September 18, 2024. Plaintiffs' filed replies on November 8, 2024.

i. On September 18, 2024, Defendant filed a motion for judgment on the pleadings. Plaintiffs opposed this motion on November 19, 2024. Defendant filed a reply on November 25, 2024.

j. Prior to the filings of the above-referenced motions, the Parties conducted a thorough investigation into the facts relating to the claims alleged in the Lawsuits and thoroughly studied the legal principles applicable to the claims asserted against Defendant and Defendant's defenses thereto. This included, *inter alia*, interviewing members of the Class and Class Member depositions and reviewing information obtained through formal and informal discovery, including written discovery responses and the production of relevant documents.

3. **Mediations**

a. On September 26, 2019, Plaintiff Foster and Defendant participated in a private mediation with mediator Hon. George Hernandez (Ret.), which was unsuccessful in resolving Foster's action.

b. On December 8, 2020, the Parties participated in a private mediation with mediator David A. Rotman, which was unsuccessful in resolving the actions.

c. On July 11, 2025, the Parties participated a third private mediation with mediator David A. Rotman. During the mediation, the Parties discussed Plaintiffs' claims and Defendants' defenses thereto. The Parties analyzed the potential exposure of Defendant with respect to the claims asserted in the Lawsuits, as well as potential risks that Plaintiff would face in litigating the Lawsuits through a contested class certification, trial and potential appeal(s). As a result of this mediation, the mediator issued a mediator's proposal to settle Plaintiffs' Lawsuits on a class-wide and representative basis, which the Parties ultimately accepted.

d. The Parties agree that the terms of this Settlement are the product of good faith, arms'-length negotiations between the Parties and their counsel of record, are consistent with public policy, and fully comply with applicable law.

4. **Benefits of Settlement to Class Members.** Class Counsel conducted an investigation into the facts relevant to the Lawsuits, including reviewing documents and information provided by Defendant and obtained from other sources. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members, as it provides a definite, present sum of money.

5. **Defendant's Reasons for Settlement.** Although Defendant denies liability, Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by

Plaintiffs. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to resolve the Released Claims.

6. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any kind with regard to any of the claims alleged, makes no concessions or admissions of liability of any kind, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative treatment. Defendant asserts a number of defenses to the claims, and denies any wrongdoing or liability arising out of any of the alleged facts or conduct in the Lawsuits. This Settlement is a compromise of heavily disputed claims. Nothing contained in this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only. Defendant contends, among other things, that at all times it has complied with all applicable state, federal and local laws related to the Class Members' employment.

7. **Plaintiffs' Claims.** Plaintiffs assert that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Lawsuits. If this Settlement is finally approved by the Court, the Plaintiffs, Participating Class Members, and Class Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiffs and Participating Class Members have resolved and are forever barred from re-litigating the claims released under this Agreement.

### **III. SETTLEMENT TERMS AND CONDITIONS**

#### **1. Gross Settlement Amount.**

a. Subject to the terms and conditions of this Agreement, and in consideration for the release of claims described in this Settlement Agreement, the Parties agree to settle the Lawsuits pursuant to the financial terms set forth below. Defendant agrees to pay a non-reversionary Gross Settlement Amount of \$9,000,000, allocated as follows: (a) \$250,000 will be allocated to the settlement of the PAGA claim (PAGA Payment), with \$187,500 to be paid to the LWDA (the LWDA Payment) and the remaining \$62,500 will be allocated among the Aggrieved Employees (PAGA Aggrieved Employees Payment); (b) Class Representative Enhancement Payments to the Class Representatives in an amount by the Court, but not to exceed \$15,000 to each Plaintiff; (c) Court-approved Attorneys' Fees Award, not to exceed \$3,000,000; (d) Cost Award to Class Counsel, as approved by the Court, not to exceed \$200,000; (e) Administration Costs of up to \$170,000 to the Settlement Administrator, as approved by the Court;

and (f) with the balance to be allocated among the Participating Class Members based on their Compensable Work Weeks (inclusive of the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Settlement Payments), as approved by the Court. In addition to the Gross Settlement Amount, Defendant will separately pay any required Employer Taxes with respect to the wage portion of the Individual Class Settlement Payments. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

b. Subject to the provisions set forth herein, the Gross Settlement Amount and Employer Taxes are the maximum settlement amount to be paid by Defendant, and under no circumstances shall Defendant be obligated to pay any additional amount to Plaintiff, Class Counsel, third-party settlement administrators, the Class Members, the Aggrieved Employees, or the LWDA in connection with the Released Claims, except as set forth in the Escalator Clause.

2. **Escalator Provision.** The Gross Settlement Amount is based on Foster Farms's representation that Class Members worked approximately 4,005,721 Compensable Work Weeks between September 25, 2013, and February 22, 2025. In the event the actual number of Compensable Work Weeks worked by Class Members during this same time period exceeds 4,406,293 workweeks (i.e., increases by more than 10%), Foster Farms agrees to increase the Gross Settlement Amount on a proportionate basis for the percentage increase over 10%. For example, an 11% increase in workweeks would result in a 1% increase of the Gross Settlement Amount.

3. **Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. The Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.

4. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this settlement only. If the settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in the Lawsuits or in any other lawsuit. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.

5. **Appointment of Class Representatives.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs Joyce Foster, Arroor Singh, Elicia Cisneros, Alejandro Haro, Darelle T. Watkins, and Ofelia Ferrel Palacios shall be appointed as representatives for the Class.

6. **Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.

7. **Individual Class Settlement Payments.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Class Settlement Payment to each Participating Class Member. Individual Class Settlement Payments will be calculated and apportioned from the Net Settlement Amount *pro rata* based on the Participating Class Members' number of Compensable Work Weeks, as follows:

a. (1) Defendant shall provide the Settlement Administrator with the total number of Compensable Work Weeks worked by all Participating Class Members during the Class Period; (2) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of Compensable Work Weeks for all Participating Class Members, resulting in a value for each work week attributable to Class Members ("**Work Week Value**"); and (3) the Settlement Administrator shall then multiply each Participating Class Member's Compensable Work Weeks by the Work Week Value.

b. The Parties agree that the Individual Class Settlement Payments are allocated for payment of disputed wages, interest, penalties, and non-wage damages to Participating Class Members. The Settlement Administrator will be responsible for determining the amount of the Individual Class Settlement Payments to be paid to the Participating Class Members based on data to be provided to the Settlement Administrator by Defendant. Each Participating Class Member will receive their respective Individual Class Settlement Payment without the need to complete or submit any claim forms. The Parties agree that this formula for allocating the Net Settlement Amount is reasonable and that the Individual Class Settlement Payments provided for herein are designed to provide a fair settlement to the Participating Class Members.

c. **Tax Withholdings.** Each Participating Class Member's Individual Class Settlement Payment shall be distributed to that Participating Class Member, less applicable withholdings. Each Participating Class Member's Individual Class Settlement Payment will be apportioned as follows: ten percent (10%) as wages and ninety percent (90%) as interest, penalties and non-wage damages. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported on an IRS Form W-2 by the Settlement Administrator. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties, interest and non-wage damages shall be reported on an IRS Form 1099 by the Settlement Administrator. Only the employee's share of payroll tax withholdings shall be withheld and paid from each Participating Class Member's Individual Settlement Payment and the Settlement Administrator will issue checks to Participating Class Members net of such taxes and withholdings. The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties and undertakings. The Employer Taxes attributable to the wage portions of the Individual Class Settlement Payments shall be calculated by the Settlement

Administrator, who will inform the Defendant of such amount. Defendant will then deposit such funds with the Settlement Administrator (which are separate from the Gross Settlement Amount) and the Settlement Administrator will remit and report the applicable amounts to the appropriate taxing authorities on a timely basis.

d. Individual Class Settlement Payments will be distributed and paid only after entry of the Final Approval Order by the Court by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within ten (10) calendar days after the Settlement Administrator receives the Gross Settlement Amount.

8. **PAGA Settlement Amount and Calculation of Individual PAGA Settlement Payments.**

a. The total PAGA Payment shall be \$250,000, seventy-five percent (75%) of that total, in the amount of \$187,500, will be paid to the LWDA. Twenty-five percent (25%) or \$62,500 will be distributed to the Aggrieved Employees as Individual PAGA Settlement Payments.

b. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Settlement Payment to each Aggrieved Employee. Aggrieved Employees will receive a *pro rata* share of the PAGA Aggrieved Employees Payment based on their number of Compensable Pay Periods as follows: (1) Defendant shall provide the Settlement Administrator with the total number of Compensable Pay Periods worked by all Aggrieved Employees during the PAGA Period; (2) the Settlement Administrator shall then divide the PAGA Aggrieved Employees Payment by the total number of Compensable Pay Periods, resulting in a value for each Compensable Pay Period attributable to Aggrieved Employees (“**Pay Period Value**”); and (3) the Settlement Administrator shall then take the number of Compensable Pay Periods worked by each Aggrieved Employee and multiply it by the Pay Period Value.

c. The Settlement Administrator will be responsible for determining the amount of the Individual PAGA Settlement Payments to be paid to the Aggrieved Employees based on data to be provided to the Settlement Administrator by Defendant. Each Aggrieved Employee will receive their respective Individual PAGA Settlement Payment without the need to complete or submit any claim forms. Individual PAGA Settlement Payments will be distributed and paid to Aggrieved Employees after entry of the Final Approval Order by the Court by regular First Class U.S. Mail to each Aggrieved Employee's last known mailing address within ten (10) calendar days after the Settlement Administrator receives the Gross Settlement Amount.

d. **Tax Withholdings.** Each Aggrieved Employee's Individual PAGA Settlement Payment will be apportioned as one hundred percent (100%) penalties for which an IRS Form 1099 will be issued, and the Settlement Administrator will

not undertake any tax withholding with respect to the Individual PAGA Settlement Payments.

9. **Constituents of Gross Settlement Amount Disbursement.** Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the Gross Settlement Amount as follows:

a. **To the Named Plaintiffs:** In addition to their Individual Settlement Payments, and subject to the Court's approval, Plaintiffs will receive Class Representative Enhancement Payments of up to \$15,000 each in consideration for providing Defendant with a General Release that is broader than the claims released by Participating Class Members. The Settlement Administrator will pay the Class Representative Enhancement Payments from the Gross Settlement Amount after entry of the Final Approval Order by the Court within ten (10) calendar days after the Settlement Administrator receives the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for their respective Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Enhancement Payments and shall hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. Any amount requested by Plaintiffs for the Class Representative Enhancement Payment that is not granted by the Court shall be allocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

b. **To Class Counsel.** At the Final Approval Hearing, Class Counsel intends to request that the Court approve an attorneys' fees award not to exceed thirty-three and a third percent (33.33%) of the GSA and reimbursement of litigation costs and expenses actually incurred by Class Counsel in prosecuting the Lawsuits in an amount not to exceed \$200,000. The Settlement Administrator will pay the Court-approved Attorneys' Fees Award and Cost Award from the Gross Settlement Amount. With respect to the Attorneys' Fees Award, at Class Counsel's direction, the Settlement Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel, and any expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Payroll tax withholding and deductions will not be taken from the Attorneys' Fees Award or the Cost Award. The Settlement Administrator shall issue IRS Form 1099s to Class Counsel with respect to each of their respective shares of the Attorneys' Fees Award (as set forth below). This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. In the event the Court reduces or does not approve Class Counsel's requested attorneys' fees award or requested costs award, neither Class Counsel nor Plaintiffs shall have the right to revoke the Settlement, and it will remain binding. In addition, if the Court does not approve the entirety of the application for the Attorneys' Fees Award and/or Cost Award, the Settlement Administrator shall pay Class Counsel the Court-approved

amounts, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amounts requested and the amounts awarded. If the amounts awarded by the Court are less than the amounts requested by Class Counsel for the Attorneys Fees' Award and/or Cost Award, the difference shall become part of the NSA and shall be distributed to Participating Class Members as provided in this Agreement. The Court-approved Attorneys' Fees Award and Cost Award will be payable to Class Counsel after entry of the Final Approval Order by the Court within ten (10) calendar days after the Settlement Administrator receives the Gross Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the amounts paid pursuant to this Paragraph.

(i) The Attorneys' Fees Award shall be allocated among Class Counsel as follows: 50% to Mara Law Firm, PC; 20% to Law Office of Kevin T. Barnes/Davtyan Law Firm/Law Offices of Raphael A. Katri; 15% to Blumenthal Nordrehaug Bhowmik De Blouw LLP; 10% to Setareh Law Group; and 5% to Bibiyah Law Group, P.C.

(ii) Allocation of the Cost Award shall be paid to the Class Counsel in accordance with the costs/expenses actually incurred s.

(iii) Except as provided in this Agreement, Defendant will not be required to pay any other expenses, costs, damages or fees incurred by the Plaintiffs, or any Class Member or Aggrieved Employee, or by any of their attorneys, experts, advisors, agent or representatives, in connection with the Released Claims, the Lawsuits or Plaintiffs' General Release of Claims. Any award of attorneys' fees, costs, expenses and damages payable hereunder to Class Counsel shall be in complete satisfaction of any and all claims for such attorneys' fees, costs, expenses, and damages under state or federal law, which the Plaintiffs, the Participating Class Members, the Aggrieved Employees, Class Counsel or any other counsel have or may have against Defendant arising out of or in connection with the Lawsuits and their Settlement, including, but not limited to, any claims for attorneys' fees, costs and expenses involved in litigating attorneys' fees, costs and expenses incurred through and after the final disposition and termination of the Lawsuits.

(iv) The substance of Class Counsels' applications for attorneys' fees and costs is not part of this Settlement Agreement and is considered separately from the Court's consideration of the fairness, reasonableness, adequacy and good faith of the Settlement. The outcome of any proceeding relating to Class Counsel's request for attorneys' fees and costs shall not terminate this Settlement Agreement or otherwise affect the Court's ruling on the Final Approval Motion.

c. **To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal employee payroll withholding taxes out of each Class Member's Individual Settlement Payment. The Settlement Administrator will calculate the Employer

Taxes when calculating the Individual Class Settlement Payments and will notify Defendant of the amount. Defendant will deposit the Employer Taxes with the Settlement Administrator within thirty (30) calendar days of receiving such calculation. The Settlement Administrator will timely pay the employees' payroll taxes and the Employer Taxes to the appropriate taxing authorities in accordance with applicable law. For the avoidance of doubt, the Employer Taxes will be paid by Defendant outside of and in addition to the GSA.

d. **To the Settlement Administrator.** The Parties have jointly selected a Settlement Administrator to administer the Settlement after receiving an acceptable estimate for such services as agreed by the Parties. The Settlement Administrator will pay itself Administration Costs approved by the Court, not to exceed \$170,000. The Court-approved Administration Costs will be paid from the Gross Settlement Amount within ten (10) calendar days after the Settlement Administrator receives the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and will be distributed to Participating Class Members pursuant to the terms of this Agreement.

e. **To the LWDA.** The Settlement Administrator will pay \$187,500 of the PAGA Payment to the LWDA, which represents seventy-five percent (75%) of the \$250,000 allocated to satisfy the PAGA penalties claim.

f. **To Participating Class Members.** The Settlement Administrator will pay Participating Class Members their Individual Class Settlement Payments from the Net Settlement Amount.

g. **To Aggrieved Employees.** The Settlement Administrator will pay Aggrieved Employees their Individual PAGA Settlement Payments from the PAGA Aggrieved Employees Payment.

h. **Impact of Appeal.** If an appeal is taken from the award of Class Counsel's Attorneys' Fees Award or Cost Award, or the Class Representative Enhancement Payments, the appeal shall not affect the finality of the judgment as to the remainder of the terms of the Settlement.

#### **IV. PROCEDURES FOR ADMINISTRATION OF SETTLEMENT**

##### **1. Appointment of Settlement Administrator**

a. Solely for the purposes of this Settlement, the Parties stipulate and agree that APEX shall be retained to serve as Settlement Administrator. If the Court does not approve the appointment of [insert], the Parties will meet and confer to select an alternative Settlement Administrator.

b. The Settlement Administrator shall be responsible for: (a) preparing, translating, printing, and mailing the Class Notice to all Class Members; (b) performing skip traces and re-mailing notices to Class Members; (c) calling Class Members with undeliverable notices to obtain accurate addresses; (d) keeping track

of any objections or requests for exclusion from Class Members; (e) promptly furnishing to Class Counsel and Defendant's Counsel copies of all written objections or requests for exclusion; (f) establishing the necessary bank accounts and obtaining the necessary tax identification number to administer the settlement; (g) calculating all payroll taxes as required by law; (h) calculating each Class Member's and Aggrieved Employee's Individual Class Settlement Payment and Individual PAGA Settlement Payment, respectively; (i) maintaining a website which will include settlement documents; (j) providing weekly status reports to Defendant's Counsel and Class Counsel; (k) providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing; (l) mailing and re-mailing Individual Settlement Payments to Participating Class Members and Aggrieved Employees; (m) mailing the LWDA Payment to the LWDA; (n) distributing the Attorneys' Fees Award and Cost Award to Class Counsel; (o) distributing the court-approved Class Representative Enhancement Payments to Plaintiffs; (p) printing and providing Participating Class Members, Aggrieved Employees, Plaintiffs and Class Counsel with Form W-2s and 1099s, as required; (q) filing any necessary tax forms and paying required taxes; (r) providing a due diligence declaration for submission to the Court upon the completion of the Settlement; (s) providing any funds remaining in the QSF as a result of uncashed checks to California Controller's Unclaimed Property Fund in the name of the Class Member; and (t) performing such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

## 2. **Preliminary Approval of Settlement**

a. **Cooperation.** All Parties and their counsel will cooperate in obtaining an order from the Court approving the Settlement. The Parties agree to cooperate in the drafting and/or filing of any documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court or that are otherwise necessary to the approval and implementation of this Settlement, and shall otherwise use their best efforts to obtain Court approval of this Settlement. If this Settlement is terminated or canceled pursuant to its terms, the Parties shall be released from all remaining obligations under the terms of the Settlement. In such an event, the Parties agree to share all costs incurred for carrying out the terms of the Settlement prior to its termination or cancellation, including but not limited to any Settlement Administration Costs, on a 50/50 basis.

### b. **Motion for Preliminary Approval and Conditional Certification.**

(i) Plaintiffs will move the Court for an order: (1) conditionally certifying the Class for settlement purposes only; (2) granting Preliminary Approval of the Settlement; (3) setting a date for the Final Approval Hearing; and (4) approving the Class Notice. Class Counsel will provide Defendant's Counsel with at least five (5) business days prior to filing to review and provide feedback

regarding said Motion and the accompanying documents.

(ii) At the same time that Plaintiffs file their Motion for Preliminary Approval, Plaintiffs shall submit a copy of the Agreement to the LWDA as required by Labor Code § 2699(1)(2).

(iii) At the Preliminary Approval Hearing, Class Counsel will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval Hearing.

3. **Delivery of Class Data.**

a. Within thirty (30) calendar days of entry of the Preliminary Approval Order, Defendant will deliver to the Settlement Administrator the Class Data. If any or all of this information is unavailable to Defendant, Defendant will so inform Class Counsel, and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information.

b. The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Class Data shall be based on Defendant's payroll, personnel, and other business records and shall be presumed to be accurate.

c. The Settlement Administrator shall maintain the Class Data and all information contained within the Class Data in strict confidence to be used solely for the purpose of this Settlement, and it shall not be disclosed to anyone outside of the Settlement Administrator. Unless required by Court order, neither Defendant nor the Settlement Administrator will provide the Class Data, or the name, contact information and/or any financial information of Class Members or Aggrieved Employees received in connection herewith to the Plaintiffs, Class Counsel, or any other Class Member or Aggrieved Employee, or to any other person or entity.

d. If Defendant and the Settlement Administrator determine, based upon further review of available data, that a person previously identified as being a Class Member or Aggrieved Employee should not be so included, or if they identify a person who should have been included as a Class Member or Aggrieved Employee but was not so included, Defendant and the Settlement Administrator shall promptly delete or add such person as appropriate and immediately notify Class Counsel prior to such deletions or additions (and the reasons therefore).

4. **Notice to Class Members.** After the Court enters its Preliminary Approval Order, every Class Member and Aggrieved Employee will be provided with the Class Notice in accordance with the following procedure:

a. **Preparation of Class Notices.** Based on the information in the Class Data and the settlement share formulae set forth herein, the Settlement Administrator shall promptly calculate the estimated Individual Class Settlement Payment and Individual PAGA Settlement Payment for every Class Member, to be included in individualized Class Notices to be sent to that Class Member. The Settlement Administrator shall prepare and e-mail a spreadsheet setting forth those calculations to Class Counsel no fewer than five (5) calendar days before mailing the Class Notices to Class Members for approval. The Class Notices will inform each Class Member of his/her right to do nothing, dispute the number of Compensable Work Weeks, opt out of the Settlement, or object to the Settlement. The Class Notices will also inform Class Members that if they first request exclusion from the Settlement and then object, the objections would not be considered valid. In addition, if the Class Members object and then request exclusion from the Class Settlement, the Class Members would be deemed to have waived their objection.

b. **Mailing of Class Notices.** Within fourteen (14) calendar days of receipt of the Class Data, the Settlement Administrator will mail via first-class regular U.S. Mail the Class Notice in English and Spanish to all identified Class Members using the mailing address information provided by Defendant and the results of the search of the National Change of Address Database. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. It will be conclusively presumed that if the Class Notice is not returned as undeliverable, the Class Member received the Notice. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid from the Gross Settlement Amount, including the cost of searching for Class Members' addresses.

c. **Returned Notices.** If a Class Notice is returned because of an incorrect address, within five (5) calendar days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members for whom new addresses are found. Class Members who receive a re-mailed Class Notice shall have their Response Deadline extended by the longer of fourteen (14) calendar days from the date of re-mailing or the remaining original Response Deadline period.

d. Other than the obligations set forth in this Agreement, Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, and the Settlement Administrator shall have no additional obligation to identify or locate any Class Member or Aggrieved Employee or have any liability in connection with the provision of

information to the Settlement Administrator or otherwise. The Parties agree that the proposed Class Notice constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice of the pendency of the Lawsuit, the proposed Settlement, and the Final Approval Hearing to all persons entitled to notice, in full compliance with due process under the United States Constitution. The Plaintiffs and Class Counsel acknowledge that this provision is a material term of this Settlement Agreement, and that Defendant would not have entered into this Settlement Agreement without their agreement to this provision.

5. **Weekly Status Reports.** The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

6. **Settlement Administrator's Declaration.** No later than fourteen (14) calendar days after the Response Deadline, or on a date mutually agreed upon by the Parties and the Settlement Administrator, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel at the same time as the final approval motion is filed. Before the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

7. **Responses to Class Notice.**

a. **Objections to Settlement.** The Class Notice will state that the Class Members who wish to object to the Settlement must do so in a writing that is signed and dated and must both mail the objection to the Settlement Administrator postmarked no later than the Response Deadline and file the objection with the Court no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings. Class Counsel will not represent any Class Member with respect to any such objections. Any Class Member who fails to submit a timely written Notice of Objection or to present an objection at the Final Approval Hearing will be deemed to have waived any objection and will be foreclosed from making any objection to the Settlement, whether by appeal or otherwise. Any individual who submits a valid and timely Request for Exclusion from the Settlement may not object to the Class Settlement.

(i) **Format.** Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) and describe, in clear and concise terms, the legal and factual arguments supporting the objection.

(ii) **Notice of Intent to Appear.** Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Class Members are permitted to

appear regardless of whether they submitted a written objection.

(iii) **Responsive Documents.** Any of the Parties may file a responsive document to any objection before the Final Approval Hearing.

b. **Request for Exclusion from the Settlement (“Opt-Out”).** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member’s name and employee identification number; (b) state the Class Member’s intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline. No Request for Exclusion may be made on behalf of a group of Class Members. If the Settlement Administrator is unsure of the validity of a Request for Exclusion, it must provide a copy of the Request to the Parties to review and make a determination as to its validity. The postmark date of the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If a Request for Exclusion is not timely completed and returned to the Settlement Administrator as set forth above, it will be conclusively presumed that the Class Member received the Class Notice and that he/she does not wish to opt out of the Settlement. Class Members who do not submit a valid and timely Request for Exclusion shall be bound by all terms of the Settlement and Final Approval Order and Final Judgment entered in the Lawsuit if the Settlement is approved by the Court. Plaintiffs agree not to opt out of the Settlement.

(i) **Effect of “Opt-Out.”** Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Class Settlement Payment or any benefit of this Settlement. If the Class Member is also an Aggrieved Employee as defined in this Agreement, he or she will still receive an Individual PAGA Settlement Payment as approved by the Court. Aggrieved Employees have no right to opt-out of the PAGA Settlement.

(ii) **Report.** No later than five (5) business days after the Response Deadline, the Settlement Administrator will provide the Parties with an accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

(iii) **Defendant's Option to Terminate.** If the number of valid requests for exclusion exceeds 10% of the total of all Class Members, Foster Farms may, but is not obligated, elect to withdraw from the settlement. The Parties agree that, if Foster Farms withdraws, the settlement shall be void ab initio, have no force or effect whatsoever, and agree that neither Party will have any further obligation to perform under this Agreement; provided, however, Foster Farms will remain responsible for paying all settlement administration expenses incurred to that point.

c. **Class Member and Disputes.** If a Class Member who receives a Class Notice wishes to dispute the number of Compensable Workweeks or Compensable Pay Periods listed on the Class Notice, the Class Member may notify the Settlement Administrator by mail or telephone no later than the Response Deadline and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates the Class Member contends he or she worked for Defendant during the Class or PAGA Period. The Settlement Administrator shall then provide the documentation provided by the Class Member to Defendant. Defendant shall review its records, the documentation provided by the Class Member, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendant's records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.

d. **No Encouragement or Solicitation of Objections, Requests for Exclusion or Appeals.** The Parties and their respective counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

e. **Effect of Settlement.** Except for persons who properly elect to Opt Out of the Class Settlement in the manner and within the time limits specified above and in the Class Notice, all Class Members shall be deemed to be within the Settlement Class for all purposes of this Settlement Agreement, and shall be bound by the terms and conditions of this Agreement (including the release and waiver provisions herein), including all orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and opposition to the fairness, reasonableness, and adequacy of the Settlement and any of its terms. All Aggrieved Employees shall be bound by the terms and conditions of this Settlement Agreement (including the release and waiver provisions herein), including all orders issued pursuant thereto.

f. **Settlement Website.** The Settlement Administrator shall establish a website to host documents relevant to this lawsuit and the proposed settlement. Such documents shall include the operative complaint, this Agreement, and Class

Notice. The URL for this website shall be: [www.fosterpoultryclassactionsettlement.com](http://www.fosterpoultryclassactionsettlement.com) or something similar.

8. **Motion for Final Approval.**

a. Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorneys Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payments; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Class and PAGA Claims of the Participating Class Members and LWDA. Class Counsel will only file said Motions following review and approval of the Motions by Defendant's Counsel, after providing Defendant's Counsel at least five (5) business days to review and provide feedback regarding said Motion and accompanying documents.

b. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Should this occur, the Parties agree they shall be equally responsible for the Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Class Representative Enhancement Payments, Attorneys Fee Award, Cost Award, and Administration Costs award will not constitute a material modification to the Settlement within the meaning of this paragraph.

c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

d. Within ten (10) days of the Court entering a Final Approval Order, Plaintiff will submit to the LWDA a copy of the Final Approval Order pursuant to the requirements set forth in Labor Code section 2699(1)(3).

9. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing Court vacates, reverses, or modifies the judgment such that there is a material modification to the Settlement Agreement, and that Court's decision is not completely reversed and the judgment is not fully affirmed on review by a higher Court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited

to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Payments.

10. **Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

a. **Funding the Settlement:** Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement no later than twenty-one (21) calendar days after the Effective Final Settlement Date. Defendant will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and after the Effective Date of the Agreement.

b. **Disbursement:** Within ten (10) calendar days of receipt of the Gross Settlement Amount, the Settlement Administrator shall disburse the: (1) Net Settlement Amount to the Participating Class Members; (2) PAGA Payment to the Aggrieved Employees and the LWDA; (3) Attorneys' Fees Award and Cost Award to Class Counsel, as approved by the Court; (4) Class Representative Enhancement Payments to the Class Representatives, as approved by the Court; and (5) Administration Costs to the Settlement Administrator, as approved by the Court. When issuing payments to the Class Members and Aggrieved Employees, the Settlement Administrator may combine the Individual Class Settlement Payment and Individual PAGA Settlement Payment into one check if the intended recipient for both payments is one individual. All checks issued shall indicate on their face that, consistent with standard bank procedures, they are void if not negotiated within 180 calendar days of their issuance. The date of mailing of the settlement checks to the Participating Class Members and Aggrieved Employees shall be conclusively determined according to the records of the Settlement Administrator.

c. **Remittance of Tax Payments.** The Settlement Administrator will remit all amounts withheld from Individual Class Settlement Payments and all Employer Taxes deposited with the Settlement Administrator to the Internal Revenue Service and California EDD, and/or any other proper entity to whom withholdings and employer-related payroll taxes attributed to Individual Class Settlement Payments are due, no later than 180 days after issuance of the Individual Class Settlement Payments.

11. **Qualified Settlement Fund or OSF**: The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treasury Regulations section 1.4168B-1, 26 C.F.R. section 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

12. **Settlement Administrator’s Final Report**. Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds. The Parties shall file this declaration with the Court. The Settlement Administrator will provide any supplemental declaration required by the Court or the Parties.

13. **Uncashed Checks**. Participating Class Members and Aggrieved Employees must cash or deposit their settlement checks within one hundred eighty (180) calendar days after the checks are mailed to them. Any Participating Class Member or Aggrieved Employee who fails to cash the settlement check within the 180-calendar day period provided herein will nonetheless remain a member of the Settlement Class and shall be bound by the terms and conditions of this Settlement Agreement.

a. **Reminder Postcard**. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

b. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. The Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with a complete, de-identified list of all Participating Class Members and Aggrieved Employees who did not cash their settlement checks within fourteen (14) calendar days after expiration of the 180-day period. After 180 days of issuance, the funds associated with the remaining uncashed checks will be deposited with the State of California Controller’s Unclaimed Property Fund in the name of the individual to whom the check had been addressed thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b). The failure by any Class Member/Aggrieved Employee to claim or deposit any check issued by the Settlement Administrator shall have no effect on that Participating Class Member’s/Aggrieved Employee’s release of all Released Claims.

14. **Defendant’s Legal Fees**. Defendant is responsible for paying for all of Defendant’s own legal fees, costs, and expenses incurred in the Lawsuits outside of the Gross Settlement Amount.

15. **No Claims**. No person shall have any claim against the Settlement

Administrator, Defendant or any of the Released Parties, the Class Representatives, the Class Members, Defendant's Counsel or Class Counsel based on payments made substantially in accordance with this Settlement or further Orders of the Court.

## V. **RELEASE OF CLAIMS**

1. **Release of Class Claims.** As of the date the Gross Settlement Amount is deposited with the Settlement Administrator, all Participating Class Members (along with all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their spouses, dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, estates, administrators, transferees, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, collective, representative, legal, equitable, direct or indirect, or any other type or in any other capacity) (the "**Releasing Participating Class Member Parties**") shall release the Released Parties from the Released Class Claims to the maximum extent permitted by law. Plaintiffs and Participating Class Members shall be deemed to have, and by operation of the Final Approval Order and Final Judgment approved by the Court, shall have, fully, finally and forever settled and released all of the Released Class Claims.

2. **Release of PAGA Claims.** As of the date the Gross Settlement Amount is deposited with the Settlement Administrator, all Aggrieved Employees and the LWDA (along with all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their spouses, dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, estates, administrators, transferees, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, collective, representative, legal, equitable, direct or indirect, or any other type or in any other capacity) (the "**Releasing Aggrieved Employee Parties**") shall release the Released Parties from the Released PAGA Claims to the maximum extent permitted by law. Plaintiffs and Aggrieved Employees shall be deemed to have, and by operation of the Final Approval Order and Final Judgment approved by the Court, shall have, fully, finally and forever settled and released all of the Released PAGA Claims.

3. **Plaintiffs' Release of Claims and General Release.** As of the Effective Final Settlement Date and in exchange for the Class Representative Enhancement Payments, Plaintiffs, for themselves and their respective spouse, heirs, successors and assigns, fully, finally and forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of their signatures on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant or the remuneration for, or termination of, such employment. Plaintiffs' Release of Claims and General Release also includes a waiver of Civil Code section 1542, which provides as follows:

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

This release excludes any release of any claims not permitted to be released by law. In consideration for providing Defendant with this general release, Defendant agrees to provide a neutral reference (dates of employment and last position held) in response to inquiries by prospective employers of Plaintiffs.

4. **No Other Actions.** Plaintiffs represent and warrant that, except for the Lawsuits, they do not have any lawsuit, claim, charge, grievance or complaint (collectively, a “**Claim**”) against the Released Parties pending in any forum, including without limitation, any local, state or federal agency or court. Releasing Parties agree, to the extent permitted by law, that they will not at any time on or after the Effective Date, file any claim against the Released Parties in any forum, including without limitation, any local, state or federal agency or court, but only to the extent the claim constitutes a Released Claim hereunder. Furthermore, in the event that a Releasing Party may be permitted by law to file or be joined in any such claim, they understand and agree that they may not recover any amount in judgment or otherwise in any such claim as a result of their release or the Released Claims set forth herein and acceptance of the terms and conditions of this Agreement, but only to the extent such claim constituted a Released Claim.

5. **Release of Fees and Costs for Settled Matters.** Class Counsel and Plaintiffs, on behalf of the Class, the Aggrieved Employees and each individual Participating Class Member and Aggrieved Employee, hereby irrevocably and unconditionally release, acquit and forever discharge any claim that they may have against Defendant for attorneys’ fees or costs associated with Class Counsel’s representation of Plaintiffs, the Class and the Aggrieved Employees. Class Counsel further understand and agree that any award of attorneys’ fees and costs approved by the Court will be the full, finale and complete payment of all attorneys’ fees and costs associated with Class Counsel’s representation of these individuals. Except as otherwise provided in this Settlement Agreement, the Parties hereto will bear responsibility for their own attorneys’ fees and costs, taxable or otherwise, incurred by them or arising out of the Lawsuits and will not seek reimbursement thereof from any Party to this Settlement Agreement.

6. **No Other Liability.** The Settlement Agreement shall be in full settlement, compromise, release and discharge of the Released Claims and each of them, and the Released Parties shall have no further or other liability or obligations to any Participating Class Member, any Aggrieved Employee or any other Releasing Party with respect to the Released Claims, except as expressly provided herein.

7. **No Assignment of Rights.** Plaintiffs warrant and represent that they have not assigned, transferred, or hypothecated or purported to assign, transfer or hypothecate to any person or entity any of the Released Claims or any rights, claims or causes of

action arising out of the Released Claims or their General Release. To the extent any Participating Class Member or Aggrieved Employee has assigned, transferred or hypothecated any Released Claims, none of the settlement payments shall be paid to any person or entity with respect to whom such claims were assigned.

## **VI. MISCELLANEOUS TERMS**

1. **No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Lawsuits, or that but for the Settlement, a Class should be certified in the Lawsuits. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiffs' and Defendant's willingness to settle the Lawsuits will have no bearing on any litigation (other than solely in connection with this Settlement).

2. **No Effect on Employee Benefits.** The Class Representative Enhancement Payments, Individual Class Settlement Payments and/or Individual PAGA Settlement Payments paid to Plaintiffs, Participating Class Members and/or Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiffs or the Participating Class Members or Aggrieved Employees. The Parties agree that any Class Representative Enhancement Payments, Individual Class Settlement Payments, and/or Individual PAGA Settlement Payments paid to Plaintiffs, the Participating Class Members and/or Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiffs', Participating Class Members' and/or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Class Representative Enhancement Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibit will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibit, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibit.

4. **Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required

to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

5. **Exhibit and Headings.** The terms of this Agreement include the terms set forth in the exhibits. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

6. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Lawsuits in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

7. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

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

9. **No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

10. **Applicable Law.** All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

11. **Fair, Adequate, and Reasonable Settlement.** The Parties and their counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Lawsuits and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

12. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that if any taxing body determines that additional taxes are due from any

Class Member or Aggrieved Employee, such Class Member assumes all responsibility for the payment of such taxes.

13. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

14. **Material Terms and Voiding the Settlement.** The release and waiver provisions of this Settlement Agreement are material terms. A failure of the Court to approve any material term of this Settlement Agreement shall render the entire Agreement voidable and unenforceable as to all Parties herein as the Option of either Party. Additionally, if the Judgment is reversed or modified as to any material term or declared or rendered void as to any material term, then (a) at the option of either Party, this Agreement shall be considered null and void, and (b) neither this Settlement Agreement nor any of the released negotiations or proceedings will be of any force or effect. The Parties agree that any reduction in amount by the Court of the Attorneys' Fees Award, Cost Award, Class Representative Enhancement Payments, Settlement Administration expenses, or the PAGA Payment, or a change by the Court with respect to the tax treatment of the Individual Settlement Payments shall in no way affect the validity and effect of the remainder of the Settlement Agreement.

15. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

16. **Use of Defendant's Confidential Information.** Class Counsel have received Defendant's confidential information during the course of discovery in the Lawsuits. Plaintiffs and Class Counsel agree not to disclose or use any information related to the Lawsuits for any purpose other than the settlement of the Lawsuits, including any information learned during the Lawsuits, the documents or discovery responses provided to Class Counsel by Defendant, and/or any information in those documents or responses, except for such of such information to enforce this Settlement Agreement or in the event Preliminary or Final Approval is not granted.

17. **Deadlines.** Unless required by the Court to obtain Court approval, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement without further order of the Court. In addition, to the extent any deadline set forth in this Agreement shall fall on a Saturday, Sunday or legal holiday, that deadline shall be continued until the following business day.

18. **Publicity.** Plaintiffs and Class Counsel agree not to engage in publicity regarding this Settlement, including the terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity. For the avoidance of doubt, this Paragraph means Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the terms or contents of the Settlement and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, this will not prohibit Class Counsel from responding to inquiries from Class Members regarding the Settlement. Also, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in the Action and the venues and case number of the Action for such purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding the Action and Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA. Furthermore, nothing herein will restrict Class Counsel from fulfilling its ethical obligations and fiduciary duties to Class Members.

19. **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.

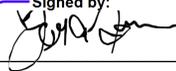
20. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel execute this Agreement.

Dated: 10/31/2025

**JOYCE FOSTER**

Signed by:  
  
81CAB5A9DD07412...

Dated: \_\_\_\_\_

**ARROOR SINGH**

Dated: \_\_\_\_\_

**ELICIA CISNEROS**

Dated: \_\_\_\_\_

**ALEJANDRO HARO**

Dated: \_\_\_\_\_

**DARELLE T. WATKINS**

Dated: \_\_\_\_\_

**OFELIA FERREL PALACIOS**

Dated: \_\_\_\_\_

**FOSTER POULTRY FARMS LLC**

\_\_\_\_\_  
Name:  
Title:

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel execute this Agreement.

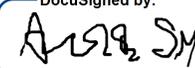
Dated: \_\_\_\_\_

**JOYCE FOSTER**

\_\_\_\_\_

Dated: 10/31/2025

**ARROOR SINGH**

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Dated: \_\_\_\_\_

**ELICIA CISNEROS**

\_\_\_\_\_

Dated: \_\_\_\_\_

**ALEJANDRO HARO**

\_\_\_\_\_

Dated: \_\_\_\_\_

**DARELLE T. WATKINS**

\_\_\_\_\_

Dated: \_\_\_\_\_

**OFELIA FERREL PALACIOS**

\_\_\_\_\_

Dated: \_\_\_\_\_

**FOSTER POULTRY FARMS LLC**

\_\_\_\_\_

Name:

Title:

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel execute this Agreement.

Dated: \_\_\_\_\_

**JOYCE FOSTER**

---

Dated: \_\_\_\_\_

**ARROOR SINGH**

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Dated: 11/04/2025  
\_\_\_\_\_

**ELICIA CISNEROS**

  
Elicia Cisneros (Nov 4, 2025 08:10:09 PST)

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Dated: \_\_\_\_\_

**ALEJANDRO HARO**

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Dated: \_\_\_\_\_

**DARELLE T. WATKINS**

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Dated: \_\_\_\_\_

**OFELIA FERREL PALACIOS**

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Dated: \_\_\_\_\_

**FOSTER POULTRY FARMS LLC**

---

Name:  
Title:

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel execute this Agreement.

Dated: \_\_\_\_\_

**JOYCE FOSTER**

---

Dated: \_\_\_\_\_

**ARROOR SINGH**

---

Dated: \_\_\_\_\_

**ELICIA CISNEROS**

---

Dated: 11/1/2025

**ALEJANDRO HARO**

*Alejandro Haro*  
ID 8nZscoH9cfgAbXyUdRjREV2E

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Dated: \_\_\_\_\_

**DARELLE T. WATKINS**

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Dated: \_\_\_\_\_

**OFELIA FERREL PALACIOS**

---

Dated: \_\_\_\_\_

**FOSTER POULTRY FARMS LLC**

---

Name:

Title:

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel execute this Agreement.

Dated: \_\_\_\_\_

**JOYCE FOSTER**

\_\_\_\_\_

Dated: \_\_\_\_\_

**ARROOR SINGH**

\_\_\_\_\_

Dated: \_\_\_\_\_

**ELICIA CISNEROS**

\_\_\_\_\_

Dated: \_\_\_\_\_

**ALEJANDRO HARO**

\_\_\_\_\_

Dated: 11/04/2025

**DARELLE T. WATKINS**

*Darelle Watkins*

\_\_\_\_\_

Dated: \_\_\_\_\_

**OFELIA FERREL PALACIOS**

\_\_\_\_\_

Dated: \_\_\_\_\_

**FOSTER POULTRY FARMS LLC**

\_\_\_\_\_

Name:

Title:

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel execute this Agreement.

Dated: \_\_\_\_\_

**JOYCE FOSTER**

\_\_\_\_\_

Dated: \_\_\_\_\_

**ARROOR SINGH**

\_\_\_\_\_

Dated: \_\_\_\_\_

**ELICIA CISNEROS**

\_\_\_\_\_

Dated: \_\_\_\_\_

**ALEJANDRO HARO**

\_\_\_\_\_

Dated: \_\_\_\_\_

**DARELLE T. WATKINS**

\_\_\_\_\_

Dated: 11/06/2025

**OFELIA FERREL PALACIOS**

*Ofelia  
Ferrel*

\_\_\_\_\_

Dated: \_\_\_\_\_

**FOSTER POULTRY FARMS LLC**

\_\_\_\_\_

Name:

Title:

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel execute this Agreement.

Dated: \_\_\_\_\_

**JOYCE FOSTER**

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Dated: \_\_\_\_\_

**ARROOR SINGH**

---

Dated: \_\_\_\_\_

**ELICIA CISNEROS**

---

Dated: \_\_\_\_\_

**ALEJANDRO HARO**

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Dated: \_\_\_\_\_

**DARELLE T. WATKINS**

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Dated: \_\_\_\_\_

**OFELIA FERREL PALACIOS**

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Dated: 2025-11-06

**FOSTER POULTRY FARMS LLC**

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Name: James Richards

Title: CFO

Dated: 2025-11-06 \_\_\_\_\_

**FOSTER FARMS LLC**

DocuSigned by:



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Name: James Richards

Title: CFO

Dated: \_\_\_\_\_

**MARA LAW FIRM, PC**

\_\_\_\_\_  
David Mara, Esq.  
Jill Vecchi, Esq.  
Attorneys for Plaintiff Joyce Foster

Dated: \_\_\_\_\_

**LAW OFFICES OF KEVIN T. BARNES  
DLAW, INC.  
LAW OFFICES OF RAPHAEL A. KATRI**

\_\_\_\_\_  
Kevin Barnes, Esq.  
Attorneys for Plaintiff Arroor Singh

Dated: \_\_\_\_\_

**BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP**

\_\_\_\_\_  
Norman B. Blumenthal, Esq.  
Kyle R. Nordrehaug, Esq.  
Aparajit Blowmik, Esq.  
Piya Mukherjee, Esq.  
Attorneys for Plaintiff Elicia Cisneros

Dated: \_\_\_\_\_

**SETAREH LAW GROUP**

\_\_\_\_\_  
Shaun Setareh, Esq.  
Attorneys for Plaintiff Alejandro Haro

Dated: \_\_\_\_\_

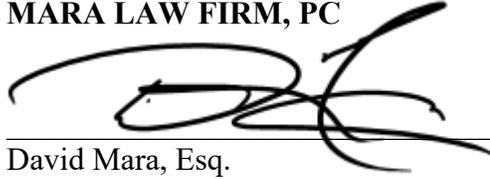
**FOSTER FARMS LLC**

\_\_\_\_\_  
Name:

Title:

Dated: 11/6/2025

**MARA LAW FIRM, PC**



\_\_\_\_\_  
David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff Joyce Foster

Dated: 10/31/2025

**LAW OFFICES OF KEVIN T. BARNES**

**DLAW, INC.**

**LAW OFFICES OF RAPHAEL A. KATRI**



\_\_\_\_\_  
Kevin Barnes, Esq.

Attorneys for Plaintiff Arroor Singh

Dated: \_\_\_\_\_

**BLUMENTHAL NORDREHAUG**

**BHOWMIK DE BLOUW LLP**

\_\_\_\_\_  
Norman B. Blumenthal, Esq.

Kyle R. Nordrehaug, Esq.

Aparajit Blowmik, Esq.

Piya Mukherjee, Esq.

Attorneys for Plaintiff Elicia Cisneros

Dated: \_\_\_\_\_

**SETAREH LAW GROUP**

\_\_\_\_\_  
Shaun Setareh, Esq.

Attorneys for Plaintiff Alejandro Haro

Dated: \_\_\_\_\_

**FOSTER FARMS LLC**

\_\_\_\_\_  
Name:

Title:

Dated: \_\_\_\_\_

**MARA LAW FIRM, PC**

\_\_\_\_\_  
David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff Joyce Foster

Dated: \_\_\_\_\_

**LAW OFFICES OF KEVIN T. BARNES**

**DLAW, INC.**

**LAW OFFICES OF RAPHAEL A. KATRI**

\_\_\_\_\_  
Kevin Barnes, Esq.

Attorneys for Plaintiff Arroor Singh

Dated: 11/4/25

**BLUMENTHAL NORDREHAUG**

**BHOWMIK DE BLOUW LLP**



Kyle Nordrehaug

Aparajit Blowmik, Esq.

Piya Mukherjee, Esq.

Attorneys for Plaintiff Elicia Cisneros

Dated: \_\_\_\_\_

**SETAREH LAW GROUP**

\_\_\_\_\_  
Shaun Setareh, Esq.

Attorneys for Plaintiff Alejandro Haro

Dated: \_\_\_\_\_

**FOSTER FARMS LLC**

\_\_\_\_\_  
Name:

Title:

Dated: \_\_\_\_\_

**MARA LAW FIRM, PC**

\_\_\_\_\_  
David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff Joyce Foster

Dated: \_\_\_\_\_

**LAW OFFICES OF KEVIN T. BARNES**

**DLAW, INC.**

**LAW OFFICES OF RAPHAEL A. KATRI**

\_\_\_\_\_  
Kevin Barnes, Esq.

Attorneys for Plaintiff Arroor Singh

Dated: \_\_\_\_\_

**BLUMENTHAL NORDREHAUG**

**BHOWMIK DE BLOUW LLP**

\_\_\_\_\_  
Norman B. Blumenthal, Esq.

Kyle R. Nordrehaug, Esq.

Aparajit Blowmik, Esq.

Piya Mukherjee, Esq.

Attorneys for Plaintiff Elicia Cisneros

Dated: 11/2/2025

**SETAREH LAW GROUP**

  
ID: jEdPyzsmEB8S19ut1NyCvrvq

Shaun Setareh, Esq.

Attorneys for Plaintiff Alejandro Haro

Dated: \_\_\_\_\_

**BIBIYAN LAW GROUP, P.C.**

*David D. Bibiyan*

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David D. Bibiyan, Esq.  
Sarah H. Cohen, Esq.  
Attorneys for Plaintiff Darelle T. Watkins and Ofelia  
Ferrel Palacios

Dated: \_\_\_\_\_

**SEYFARTH SHAW LLP**

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Christian Rowley, Esq.  
Eric E. Hill, Esq.  
Attorneys for Defendant Foster Poultry Farms LLC

Dated: \_\_\_\_\_

**MAYER BROWN LLP**

---

Ruth Zadikany, Esq.  
Michael Jaeger, Esq.  
Attorneys for Defendant Foster Poultry Farms LLC

Dated: \_\_\_\_\_

**BIBIYAN LAW GROUP, P.C.**

\_\_\_\_\_  
David D. Bibiyan, Esq.  
Sarah H. Cohen, Esq.  
Attorneys for Plaintiff Darelle T. Watkins and Ofelia  
Ferrel Palacios

Dated: 11/6/25

**SEYFARTH SHAW LLP**

  
\_\_\_\_\_  
Christian Rowley, Esq.  
Eric E. Hill, Esq.  
Attorneys for Defendant Foster Poultry Farms LLC

Dated: \_\_\_\_\_

**MAYER BROWN LLP**

\_\_\_\_\_  
Ruth Zadikany, Esq.  
Michael Jaeger, Esq.  
Attorneys for Defendant Foster Poultry Farms LLC

Dated: \_\_\_\_\_

**BIBIYAN LAW GROUP, P.C.**

---

David D. Bibiyan, Esq.  
Sarah H. Cohen, Esq.  
Attorneys for Plaintiff Darelle T. Watkins and Ofelia  
Ferrel Palacios

Dated: \_\_\_\_\_

**SEYFARTH SHAW LLP**

---

Christian Rowley, Esq.  
Eric E. Hill, Esq.  
Attorneys for Defendant Foster Poultry Farms LLC

Dated: November 6, 2025

**MAYER BROWN LLP**



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Ruth Zadikany, Esq.  
Michael Jaeger, Esq.  
Attorneys for Defendant Foster Poultry Farms LLC,  
Foster Farms LLC and Foster Poultry Farms

# Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF FRESNO  
*In Re Foster Farms Wage and Hour Cases*  
Fresno County Superior Court Case No. 21JCCP05166

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

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
However, your legal rights are affected by whether you act or don't act.*

**TO: All current and former non-exempt, hourly employees who were employed by Foster Poultry Farms LLC, Foster Farms LLC, and Foster Poultry Farms (collectively, “Foster Farms” or “Defendant”) within the State of California at any time from September 25, 2013, through October 7, 2025 (the “Class Period”), and did not already release all of their potential claims against Defendant via a Prior Release.**

The California Superior Court, County of Fresno has granted preliminary approval of a proposed settlement (“Settlement”) of the above-captioned class actions. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuits, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

The proposed Settlement has two main parts: (1) a class settlement pursuant to which class members would receive an Individual Class Settlement Payment, and (2) a PAGA settlement pursuant to which certain current or former employees will receive Individual PAGA Settlement Payments.

Based on Foster Farms’ records, and the Parties’ current assumptions, **your Individual Class Settlement Payment is estimated to be \$INSERT (less applicable tax withholdings) and your Individual PAGA Settlement Payment is estimated to be \$INSERT.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, this means that, according to Foster Farms’ records, you did not work for Foster Farms during any pay periods during the PAGA Period and are therefore ineligible for such a payment.

The above estimates are based on Foster Farms’ records showing that **you worked INSERT workweeks** during the Class Period for which you did not previously enter into a release with Foster Farms (the Class Period is September 25, 2013, through October 7, 2025), and **you worked INSERT pay periods** during the PAGA Period for which you did not previously enter into a release with Foster Farms (the PAGA Period is January 23, 2017, through October 7, 2025). If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 10 of this Notice.

## WHAT INFORMATION IS IN THIS NOTICE

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### ***1. Why Have I Received This Notice?***

Foster Farms’ records indicate that you may be a Class Member. The settlement will resolve all Class Members’ Released Claims, as described in Section No. 9 below, from September 25, 2013, through October 7, 2025 (this time period is referred to as the “Class Period”). If you worked for Foster Farms at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on **INSERT** at **INSERT**, in the California Superior Court, County of Fresno. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

### ***2. What Is This Case About?***

This action involves six coordinated cases.

Plaintiff Joyce Foster provided notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant in accordance with the Private Attorneys General Act of 2004 (“PAGA”) on September 12, 2017. On January 24, 2018, Plaintiff provided an amended PAGA notice to the LWDA and Defendant. On September 25, 2017, Plaintiff Joyce Foster filed a wage and hour class action complaint in the Fresno County Superior Court (Fresno County Superior Court Case No. 17CECG03296). On January 3, 2018, Plaintiff filed a First Amended Complaint. On April 20, 2018, Plaintiff Joyce Foster filed her Second Amended Complaint. Plaintiff Joyce Foster filed her operative Third Amended Complaint on May 5, 2022. Plaintiff Joyce Foster’s Third Amended Complaint alleges claims for (1) failure to pay all straight time wages, (2) failure to pay all overtime wages, (3) failure to provide lawful meal periods, (4) failure to provide lawful rest periods, (5) failure to provide accurate itemized wage statements, (6) failure to pay all wages owed at the termination of employment, (7) violations of California’s Unfair Competition Law, and (8) representative claims for civil penalties under PAGA based on the above-referenced alleged violations.

Plaintiff Arroor Singh provided notice to the LWDA and Defendant in accordance with the PAGA on October 9, 2018. On December 14, 2018, Plaintiff Arroor Singh filed a wage and hour class action complaint in the Merced

County Superior Court (Merced County Superior Court Case No. 18CV-05039). On November 21, 2019, Plaintiff Arroor Singh filed his operative First Amended Complaint. Plaintiff Arroor Singh's First Amended Complaint alleges causes of action against Defendant for (1) failure to pay all wages, (2) failure to pay overtime wages at the legal overtime pay rate, (3) failure to provide all meal periods, (4) failure to authorize or permit all paid rest periods, (5) failure to timely furnish accurate itemized wage statements, (6) failure to pay all wages owed at the termination of employment, (7) representative claims for civil penalties under PAGA based on the above-referenced alleged violations, and (8) violations of California's Unfair Competition Law.

Plaintiff Elicia Cisneros provided notice to the LWDA in accordance with the PAGA on February 20, 2019. On April 30, 2019, Plaintiff Elicia Cisneros filed a wage and hour class action complaint in the Los Angeles County Superior Court (Los Angeles County Superior Court Case No. 19STCV14915). On May 14, 2021, Plaintiff Elicia Cisneros filed her operative First Amended Complaint in the Merced County Superior Court (Merced County Superior Court Case No. 19CV-04647). Plaintiff Elicia Cisneros' operative First Amended Complaint alleges cause of action against Defendant for (1) violations of California's Unfair Competition Law, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) failure to provide required meal periods, (5) failure to provide required rest periods, (6) failure to reimburse employees for required expenses, (7) failure to provide accurate itemized wage statements, (8) failure to pay all wages due at the termination of employment, and (9) representative claims for civil penalties under PAGA based on the above-referenced alleged violations.

Plaintiff Alejandro Haro filed a wage and hour class action in the Merced County Superior Court on May 7, 2019 (Merced County Superior Court Case No. 19CV-02008). Plaintiff Alejandro Haro filed a First Amended Complaint on July 11, 2019. Plaintiff Alejandro Haro filed his operative Second Amended Complaint on June 24, 2021. Plaintiff Alejandro Haro's Second Amended Complaint alleges causes of action against Defendant for (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay hourly wages, (4) failure to provide accurate written wage statements, (5) failure to timely pay all final wages, (5) violations of California's Unfair Competition Law, and (6) representative claims for civil penalties under PAGA based on the above-referenced alleged violations.

Plaintiff Darelle T. Watkins provided notice to the LWDA and Defendant in accordance with the PAGA on August 3, 2020. Plaintiff Darelle T. Watkins filed a wage and hour class action in the Los Angeles County Superior Court on September 24, 2020 (Los Angeles County Superior Court Case No. 20STCV36958). Plaintiff Darelle T. Watkins' operative complaint alleges causes of action against Defendant for (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to pay all wages owed at the termination of employment, (6) failure to provide accurate itemized wage statements, (6) violations of Labor Code § 1198.5, (7) failure to indemnify, and (8) violations of the Unfair Competition Law. On November 10, 2021, Plaintiff Darelle T. Watkins filed a PAGA action in the Los Angeles County Superior Court (Los Angeles County Superior Court Case No. 21STCV33667).

Plaintiff Ofelia Ferrel Palacios provided notice to the LWDA and Defendant in accordance with the PAGA on July 18, 2022. On July 18, 2022, Plaintiff Ofelia Ferrel Palacios filed a wage and hour class action in the Merced County Superior Court (Merced County Superior Court Case No. 22CV-02200). On January 18, 2023, Plaintiff Ofelia Ferrel Palacios filed a First Amended Complaint. Plaintiff Ofelia Ferrel Palacios' operative First Amended Complaint asserts causes of action for (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to pay all wages at the termination of employment, (6) failure to provide accurate itemized wage statements, (7) violations of Labor Code § 226(c); (8) violations of Labor Code § 1198.5, (9) failure to indemnify, and (1) violations of California's Unfair Competition Law.

On July 1, 2021, Defendant filed a Petition for Coordination, asking the court to coordinate the above-referenced class actions so that they could be litigated jointly. Defendant’s Petition for Coordination was granted on October 8, 2021, and the cases were coordinated in Fresno County Superior Court under the Case No. 21JCCP05166 and were entitled *In Re Foster Farms Wage and Hours Cases* (the “Lawsuits”).

The Court has not made any determination as to whether the claims advanced by the Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the Lawsuits, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong, denies that it violated any applicable laws, statutes, or regulations, and further denies any liability whatsoever to Plaintiffs or to the Class.

**3. *Am I A Class Member? Am I An Aggrieved Employee?***

You are a Class Member if you are or were a current or former non-exempt, hourly employee who was employed by Foster Farms within the State of California at any time between September 25, 2013 and October 7, 2025, and did not already release all of your potential claims against Defendant during the Class Period via a Prior Release.

If you are a Class Member and worked at least one pay period for Foster Farms in California at any time between January 23, 2017, through October 7, 2025, you are also an “Aggrieved Employee” under the settlement.

**4. *How Does This Class Action Settlement Work?***

Plaintiffs brought these Lawsuits on behalf of themselves and all other similarly-situated individuals who worked for Defendant as hourly, non-exempt employees in California at any time during the Class Period. Plaintiffs and these other individuals comprise a “Class” and are “Class Members.” The settlement of these Lawsuits resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On [date of ruling on preliminary approval], the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2026, at [time a.m./p.m.], in Department 502 before Judge Kristi Culver Kapetan, located at 1130 O St, Fresno, CA 93721. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed.

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**5. Who Are the Attorneys Representing the Parties?**

<b>Attorneys for Plaintiffs and the Class (“Class Counsel”)</b>	<b>Attorneys for Foster Farms</b>
<p data-bbox="240 260 743 520"><b>MARA LAW FIRM, PC</b> David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833</p> <p data-bbox="207 562 776 777"><b>LAW OFFICES OF KEVIN T. BARNES</b> Kevin T. Barnes barnes@kbarnes.com 1041 Parkside Commons, Suite 101 Greensboro, GA 30642-4519 Tel.: (213) 793-9100</p> <p data-bbox="298 819 685 1108"><b>DLAW, INC.</b> Emil Davtyan emil@d.law Gregg Lander gregg@d.law 1635 Pontius Avenue, Floor 2 Los Angeles, CA 90025-3361 Tel.: (424) 320-6420</p> <p data-bbox="191 1150 792 1360"><b>LAW OFFICES OF RAPHAEL A. KATRI</b> Raphael A. Katri rkatri@socallaborlawyers.com 8549 Wilshire Boulevard, Suite 200 Beverly Hills, CA 90211-3104 Tel.: (310) 940-2034</p> <p data-bbox="136 1402 847 1871"><b>BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP</b> Norman B. Blumenthal norm@bamlawca.com Kyle R. Nordrehaug kyle@bamlawca.com Aparajit Blowmik aj@bamlawca.com Piya Mukherjee piya@bamlawca.com 2255 Calle Clara La Jolla, California 92037 Telephone: (858) 551-1223</p>	<p data-bbox="997 260 1416 457"><b>SEYFARTH SHAW LLP</b> Christian Rowley Eric Hill 560 Mission Street, Suite 3100 San Francisco, California 94105 Telephone: (415) 397-2823</p> <p data-bbox="987 499 1416 751"><b>MAYER BROWN LLP</b> Ruth Zadikany Michael Jaeger C. Mitchell Hendy 333 S. Grand Avenue, 47<sup>th</sup> Floor Los Angeles, CA 90071 Telephone: (213) 229-9500</p>

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The Court has decided that Mara Law Firm, PC; Law Offices of Kevin T. Barnes; DLaw, Inc.; Law Offices of Raphael A. Katri; Blumenthal Nordrehaug Bhowmik De Blouw LLP; Setareh Law Group; and Bibiyan Law Group, P.C. are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

**6. What Are My Options?**

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

***Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.***

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound by the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

**7. *How Do I Opt Out Or Exclude Myself From This Settlement?***

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [INSERT]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not opt out of the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt out of the settlement.

**8. *How Do I Object To The Settlement?***

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than [the Response Deadline]. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” and (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection.

Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector’s own counsel. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

If the Court rejects the objection, the Objector will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

**9. *How Does This Settlement Affect My Rights? What are the Released Claims?***

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the Released Parties<sup>1</sup> from the Released Class Claims: Each Participating Class Member shall fully release and discharge Defendant and the Released Parties from any and all causes of action, claims, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys’ fees and costs, experts’ fees and costs, damages, and actions of every nature and description, whether known or unknown, actual or potential, that were alleged in or reasonably arise out of the same set of operative facts contained in the complaints filed by Plaintiffs in the Lawsuits, including the Operative Complaints, and/or PAGA Notices, and that could reasonably have been alleged based on the factual allegations contained in such complaints and/or PAGA Notices, arising during the Class Period, including claims for: unpaid, miscalculated or untimely payment of wages due (including, without limitation, minimum, regular, overtime double-time and reporting time wages); off-the-clock work; failure to provide legally-compliant meal periods and to properly provide associated premium pay; failure to authorize and permit legally-compliant rest periods and to properly provide associated premium pay; failure to pay all wages timely during employment and upon termination of employment; failure to provide compliant wage

<sup>1</sup> “Released Parties” mean Defendant and its current, present and future parent companies, subsidiaries, affiliates, predecessors, successors, joint venturers and related companies, joint employers and co-employers (including any temporary staffing agencies), and all of their respective present or former officers, directors, executive-level employees, agents, registered representatives, attorneys, insurers, successors and assigns.

statements; failure to keep requisite payroll records; failure to permit employees to inspect copies of personnel files or payroll records; and failure to indemnify/reimburse for necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders; unfair business practices in violation of California Business & Professions Code 17200 *et seq.* based on the aforementioned, and all pre- and post-judgment interest, compensatory and statutory compensation, general damages, disgorgement, declaratory relief, statutory damages, accounting of all minimum wages and sums allegedly unlawfully withheld as a result thereof, injunctive relief, restitution, statutory or civil penalties, interest and/or attorneys' fees and costs as a result thereof, and other amounts recoverable under the aforementioned claims, causes of action or legal theories of relief. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims via this Settlement, 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.

Additionally, the LWDA and Aggrieved Employees will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims: Each Aggrieved Employee shall fully release and discharge Defendant and the Released Parties from any and all claims, causes of action, rights, demands, debts, obligations, guarantees, liabilities, costs, expenses, attorneys' fees and costs, experts' fees and costs, damages, and actions of every nature and description, whether known or unknown, actual or potential, that were alleged in or reasonably arise out of the same set of operative facts contained in complaints filed by Plaintiffs in the Lawsuits, including the Operative Complaints, and/or in the PAGA Notices, and/or that could reasonably have been alleged based on the factual allegations contained in such complaints and/or PAGA Notices, arising during the PAGA Period, including claims for: unpaid, miscalculated or untimely payment of wages due (including, without limitation, minimum, regular, overtime double-time and reporting time wages); off-the-clock work; failure to provide legally-compliant meal periods and to properly provide associated premium pay; failure to authorize and permit legally-compliant rest periods and to properly provide associated premium pay; failure to pay all wages timely during employment and upon termination of employment; failure to provide compliant wage statements; failure to keep requisite payroll records; failure to permit employees to inspect copies of personnel files or payroll records; and failure to indemnify/reimburse for necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders. The release shall be for the PAGA Period. The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and workers' compensation, and claims outside of the PAGA Period.

#### **10. *How Much Can I Expect to Receive From This Settlement?***

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$9,000,000 ("Gross Settlement Amount" or "GSA").

##### **A. Deductions from the Settlement**

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payments to each of the named Plaintiffs in an amount up to \$15,000 each for prosecution of the Lawsuits, risks undertaken for the payment of attorneys' fees and costs, and a broader release of claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$170,000; (3) a payment of \$250,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$3,000,000 (33.33% of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$200,000 for litigation costs. All of

these payments are subject to court approval.

#### B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. These Class Members are referred to as “Participating Class Members.” Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendant during the Class Period (“Compensable Work Weeks”). The formula for distribution to Participating Class Members shall be calculated as follows: (1) Defendant shall provide the Settlement Administrator with the total number of Compensable Work Weeks worked by all Participating Class Members during the Class Period; (2) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of Compensable Work Weeks for all Participating Class Members, resulting in a value for each work week attributable to Class Members (“Work Week Value”); and (3) the Settlement Administrator shall then multiply each Participating Class Member’s Compensable Work Weeks by the Work Week Value.

#### C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$187,500 (75% of the \$250,000 total PAGA Payment). The remaining \$62,500 is the “Net PAGA Settlement Amount” and will be proportionately distributed amongst all Aggrieved Employees. Aggrieved Employees will receive a pro-rated share of the Net PAGA Settlement Amount, less applicable withholdings, based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period (“Compensable Pay Periods”). The formula for distribution to Aggrieved Employees shall be calculated as follows: (1) Defendant shall provide the Settlement Administrator with the total number of Compensable Pay Periods worked by all Aggrieved Employees during the PAGA Period; (2) the Settlement Administrator shall then divide the Net PAGA Settlement Amount Payment by the total number of Compensable Pay Periods, resulting in a value for each Compensable Pay Period attributable to Aggrieved Employees (“Pay Period Value”); and (3) the Settlement Administrator shall then take the number of Compensable Pay Periods worked by each Aggrieved Employee and multiply it by the Pay Period Value.

#### D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the period of September 25, 2013, through October 7, 2025, for which you did not already enter into a release with Defendant.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ [REDACTED]. This is based on the PAGA Data which shows you worked [REDACTED] pay periods during the period of January 23, 2017, through October 7, 2025, for which you did not already enter into a release with Defendant.

If you believe the number of workweeks attributed to you is incorrect, you must contact the Settlement Administrator at [INSERT PHONE NUMBER] no later than [RESPONSE DEADLINE] or mail documentation to the Settlement Administrator at [INSERT ADDRESS], that is postmarked no later than [RESPONSE DEADLINE]. You should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Foster Farms during the Class

or PAGA Period.

#### E. Tax Treatment of Your Settlement Payments

Ten percent (10%) of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant's share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Ninety percent (90%) of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest and penalties/other non-wage payments (the "Non-Wage Portion"). The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

#### F. What Happens If You Don't Cash Your Check?

**Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at [INSERT].** All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall escheat to the State of California's Unpaid Wage Fund in the name of the Class Member.

#### ***11. How Will the Attorneys for the Class and the Class Representatives Be Paid?***

The attorneys for Plaintiffs and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed 33.33% of the Gross Settlement Amount (\$3,000,000) for attorney fees and up to \$200,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiffs will also be paid, subject to Court approval, an amount not to exceed \$15,000, each, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

#### ***12. What do I do if I Need More Information or Have Questions?***

This notice summarizes the proposed settlement. You can receive a copy of the settlement agreement by contacting Class Counsel, by accessing the Court docket in this case through the Court's website at <https://www.fresno.courts.ca.gov/online-services/case-information> and entering the Case Number "21JCCP05166", or by visiting the office of the Court at 2317 Tuolumne Street, Fresno, California 93721 between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for

a copy of any of the case documents to be mailed to you free of charge. Please refer to the “Foster Farms” Class Action Settlement when calling the Settlement Administrator or Class Counsel.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to Class Counsel or the Settlement Administrator.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**