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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF NAPA

ALBERTO OSORIO PIMENTEL,
individually and on behalf of others similarly
situated,

Plaintiff,

vs.

OAK KNOLL FARMING CORPORATION,
a California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 24CV001360

*Assigned for All Purposes to Hon. Cynthia P
Smith*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: August 7, 2024
Trial Date: None

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Alberto Osorio Pimentel, individually and on behalf of the Class and Defendant Oak Knoll Farming Corporation

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

2. "Action" means the court Action, entitled *Pimentel v. Oak Knoll Farming Corporation* Napa Superior Case No. 24CV001360.

3. "Class Counsel" means Protection Law Group, LLP.

4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, i.e. One Hundred and Seventy-Five Thousand Dollars (\$175,000.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within thirty (30) calendar days after Plaintiff's counsel serves Defense counsel with an Order granting Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks worked by each Class Member during the Class Period; (7) total Pay Periods worked

1 by each PAGA Member during the PAGA Period; and (8) any other information required by the
2 Settlement Administrator in order to effectuate the terms of the Settlement.

3 6. "Class" or "Class Members" means all current and former non-exempt employees
4 that worked for Defendant in the State of California at any time during the Class Period.

5 7. "Class Period" means the period from August 7, 2020, and the date the Court enters
6 preliminary approval of the settlement.

7 8. "Class Representative" means Plaintiff Alberto Osorio Pimentel in his capacity as
8 representative of the Participating Class Members.

9 9. "Class Representative Enhancement Payment" means the amount that the Court
10 authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payments, in recognition
11 of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange
12 for the General Release of his claims as provided herein.

13 10. "Court" means the Superior Court of the State of California for the County of
14 Napa.

15 11. "Defendant" means Oak Knoll Farming Corporation

16 12. "Effective Date" means: the later of: (a) if no timely objections are filed or if all
17 objections are withdrawn, the date upon which Plaintiff's counsel serves Defense Counsel with
18 the Court's order granting Final Approval; (b) if an objection is filed and not withdrawn, the date
19 for filing an appeal and no such appeal being filed (c) if any timely appeals are filed, the date of
20 the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the
21 settlement.

22 13. "Final Approval" means the Court entering an order granting final approval of the
23 Settlement Agreement.

24 14. "Gross Settlement Amount" means the sum of Five Hundred Thousand Dollars
25 (\$500,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross
26 Settlement Amount will return to Defendant.

27 15. "Individual Settlement Payment" means the amount payable from the Net
28 Settlement Amount to each Participating Class Member and any payment a PAGA Member is

1 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
2 Payments shall be paid by a Settlement Check made payable to Participating Class Members
3 and/or PAGA Members.

4 16. "Net Settlement Amount" means the funds available for payments to the Class,
5 which shall be amount remaining after the following amounts are deducted from the Gross
6 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
7 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the
8 PAGA Penalties Payment to the LWDA and PAGA Members.

9 17. "Notice" means the Notice of Class Action Settlement in a form substantially
10 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members' last known
11 addresses and which will provide Class Members with information regarding the Action and
12 information regarding the settlement of the Action.

13 18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
14 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

15 19. "PAGA Payment" means the amount that the Parties have agreed to allocate in
16 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
17 2698, *et seq.*)(("PAGA"). The Parties have agreed that Forty Thousand Dollars (\$40,000.00) of the
18 Gross Settlement Amount will be allocated to the resolution of Plaintiff's PAGA Claims. Sixty-
19 Five Percent (65%) of this amount (\$26,000.00) will be paid to the California Labor and Workforce
20 Development Agency in accordance with Labor Code §§ 2698 *et seq.* Thirty-Five Percent (35%)
21 of this amount (\$14,000.00), will be distributed to PAGA Members. PAGA Members will receive
22 payment from the employee portion of the PAGA Payment regardless of their decision to
23 participate in the class action if the PAGA Payment is approved by the Court.

24 20. "PAGA Period" means the period from August 7, 2023, through the date of
25 preliminary approval of the Settlement.

26 21. "PAGA Members" means all current and former non-exempt employees who
27 worked for Defendant in the state of California at any time during the PAGA Period.
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1 22. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
2 Plaintiff or Defendant, individually.

3 23. “Participating Class Members” means all Class Members who do not submit valid
4 and timely Requests for Exclusion.

5 24. “Pay Period” shall mean any pay period during which a PAGA Member worked at
6 least 1 day.

7 25. “Plaintiff” means Alberto Osorio Pimentel.

8 26. “Preliminary Approval” means the Court order granting preliminary approval of
9 the Settlement Agreement.

10 27. “Objection” means a Participating Class Member’s valid and timely written
11 objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the
12 objector’s full name, address, telephone number, last four digits of the employees social security
13 number or employee ID number and (b) the name of the case and case number; and (c) a written
14 statement of all grounds for the objection accompanied by legal support, if any, for such objection.

15 28. “Released Class Claims” means all claims, rights, rights, demands, liabilities, and
16 causes of action alleged or which could have reasonably been alleged based on the facts alleged in
17 the operative Complaint.

18 29. “Released PAGA Claims” means all claims for civil penalties for violations of the
19 Labor Code that were alleged or reasonably could have been alleged based on the factual
20 allegations in the PAGA Notice to the LWDA sent by Class Counsel on August 7, 2024
21 (Submission AP-5394140).

22 30. “Released Parties” means Defendant Oak Knoll Farming Corporation, and its
23 owners, officers, attorneys, employees, agents, insurers, clients, growers, predecessors and
24 successors in interest.

25 31. “Request for Exclusion” means a valid and timely written statement submitted by
26 a Class Member requesting to be excluded from the Action. To be effective, the Request for
27 Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four
28 digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a

1 clear statement requesting to be excluded from the settlement of the class claims. To be effective,
2 the Request for Exclusion must be post-marked by the Response Deadline and received by the
3 Settlement Administrator. The Request for Exclusion shall not be effective as to the release of
4 claims arising under the Private Attorneys General Act.

5 32. "Response Deadline" means the date forty-five (45) days after the Settlement
6 Administrator mails Notice to Class Members and the last date on which Class Members may
7 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the
8 event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended
9 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for
10 Exclusion, written objections, or workweek disputes, will be extended fifteen (15) calendar days
11 for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th
12 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended
13 to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
14 extended by express agreement between Class Counsel and Defendant. Under no circumstances,
15 however, will the Settlement Administrator have the authority to unilaterally extend the Response
16 Deadline.

17 33. "Settlement" means the disposition of the Action pursuant to this Agreement.

18 34. "Settlement Administrator" means Apex Class Action, LLC The Parties each
19 represent that they do not have any financial interest in the Settlement Administrator or otherwise
20 have a relationship with the Settlement Administrator that could create a conflict of interest.

21 35. "Settlement Administration Costs" mean the costs payable from the Gross
22 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
23 but not limited to, printing, distributing, and tracking documents for this Settlement,
24 calculating/confirming the class member Workweeks from the information contained in the Class
25 List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting,
26 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other
27 duties and responsibilities set forth herein to process this Settlement, and as requested by the
28

1 Parties. Settlement Administration Costs shall not exceed Nine Thousand Two Hundred and
2 Seventy-Five Dollars (\$9,275.00).

3 36. "Workweek" shall mean any week (beginning on Sunday at 7:00 pm and ending on
4 the following Sunday at 6:59 pm) in which a Class Member worked at least 1 day.

5 **TERMS OF AGREEMENT**

6 37. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
7 all applicable employer-side payroll taxes following Final Approval by the Court and the
8 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:
9 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments,
10 Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as
11 specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement
12 Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant
13 shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement
14 Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

15 38. Potential Increase to the Gross Settlement Amount: Defendant has represented
16 there are approximately 15,648 Workweeks between August 7, 2020, and June 19, 2025. Should
17 the actual number of Workweeks in the Class Period increase by more than ten percent (10%) (i.e.
18 by more than 1,564 Workweeks) Defendant shall have the option to either (1) increase the Gross
19 Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of
20 Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks
21 increases by 11%, the Gross Settlement Amount will increase by 1%; or (2) cut off the end of the
22 Class and PAGA Period so that this 10% threshold is not exceeded. In the event this provision is
23 triggered, the Parties shall advise the Court of the revised settlement terms and obtain an order
24 granting approval of the revised terms prior to sending Notice to the proposed settlement class.

25 39. Funding of the Gross Settlement Amount: Within the later of thirty (30) calendar
26 days of the Effective Date of the Settlement or fourteen (14) days from the date that the Settlement
27 Administrator establishes and provides Defendant with deposit instructions for a Qualified
28 Settlement Fund ("QSF") to be established by the Settlement Administrator, Defendant will

1 deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into the QSF..
2 Defendant shall provide all information necessary for the Settlement Administrator to calculate
3 necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID
4 number, and other information requested by the Settlement Administrator, no later than seven (7)
5 calendar days of the Effective Date.

6 40. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
7 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
8 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development
9 Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs
10 and (e) Settlement Administration Costs.

11 41. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
12 motion by Class Counsel for attorneys' fees of not more than One Hundred and Seventy-Five
13 Thousand Dollars (\$175,000.00) plus the reimbursement of costs and expenses associated with the
14 litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars
15 (\$20,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the
16 requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net
17 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

18 42. Class Representative Enhancement Payment: Defendant agrees not to oppose or
19 object to any application or motion by Plaintiff for a Class Representative Enhancement Payment
20 of Ten Thousand Dollars (\$10,000.00). The Class Representative Enhancement Payment is in
21 exchange for the General Release of the Plaintiff's individual claims and for his time, effort and
22 risk in bringing and prosecuting the Action. Any portion of the requested Class Representative
23 Enhancement Payment that is not awarded to the Class Representative shall be reallocated to the
24 Net Settlement Amount and distributed to Participating Class Members as provided in this
25 Agreement.

26 43. Settlement Administration Costs: The Settlement Administrator will be paid for the
27 reasonable costs of administration of the Settlement and distribution of payments from the Gross
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1 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall
 2 not exceed Nine Thousand Two Hundred and Seventy-Five Dollars (\$9,275.00).

3 44. PAGA Payment: Forty Thousand Dollars (\$40,000.00) shall be allocated from the
 4 Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The
 5 Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment, i.e. Twenty-
 6 Six Thousand Dollars (\$26,000.00), to the California Labor and Workforce Development Agency
 7 (“LWDA”). The remaining thirty-five percent (35%) i.e. Fourteen Thousand Dollars (\$14,000.00),
 8 will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks
 9 worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their
 10 portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

11 45. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount
 12 will be used to satisfy the class portion of Participating Class Members Individual Settlement
 13 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount
 14 is as follows:

15	Gross Settlement Amount	\$	500,000.00
16	Enhancement Payment:	\$	10,000.00
17	Class Counsel’s Fees:	\$	175,000.00
18	Class Counsel’s Costs:	\$	20,000.00
19	PAGA Payment	\$	40,000.00
20	Settlement Administration Costs:	\$	9,275.00
21	Estimated Net Settlement Amount	\$	245,725.00

22 46. Individual Settlement Payment Calculations: Individual Settlement Payments will
 23 be paid from the Net Settlement Amount and the 35% portion of the PAGA Payment allocated for
 24 PAGA Members and shall be paid pursuant to the formula set forth herein:

25 a) Calculation of Class Portion of Individual Settlement Payments: The
 26 Settlement Administrator will calculate the total Workweeks for all Participating Class Members
 27 by adding the number of Workweeks worked by each Participating Class Member during the Class
 28

1 Period. The respective Workweeks for each Participating Class Member will be divided by the
 2 total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each
 3 Participating Class Member. Each Participating Class Member's Payment Ratio will then be
 4 multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated
 5 share of the Net Settlement Amount.

6 b) Calculation of PAGA Portion of Individual Settlement Payments:

7 The Settlement Administrator will calculate the total Pay Periods for all PAGA Members by
 8 adding the number of Pay Periods worked by each PAGA Member during the PAGA Period. The
 9 respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all
 10 PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's
 11 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate
 12 each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this
 13 portion of their Individual Settlement Payment regardless of whether they opt out of the
 14 participation regarding the class claims.

15 c) Allocation of Individual Settlement Payments: The Class Portion of

16 each Individual Settlement Payments will be allocated as follows: ten percent (10%) of each
 17 Individual Settlement Payment will be allocated as wages, forty-five percent (45%) shall be
 18 allocated as interest, and forty-five percent (45%) shall be allocated as penalties. The PAGA Portion
 19 of each Individual Settlement Payment will be allocated 100% as Penalties. The portion of the
 20 Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator
 21 on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099
 22 by the Settlement Administrator.

23
 24 47. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
 25 Participating Class Members under this Settlement, as well as any other payments made pursuant
 26 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
 27 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
 28

1 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
2 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
3 affect any rights, contributions, or amounts to which any Class Members may be entitled under
4 any benefit plans.

5 48. Settlement Administration Process: The Parties agree to cooperate in the
6 administration of the Settlement and to make all reasonable efforts to control and minimize the
7 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will
8 provide the following services:

- 9 a) Establish and maintain a Qualified Settlement Fund.
- 10 b) Calculate the Individual Settlement Payment each Participating Class
11 Member is eligible to receive and the portion of the PAGA Payment each
12 PAGA Member shall receive.
- 13 c) Print and mail the Notice.
- 14 d) Conduct additional address searches for mailed Notices that are returned as
15 undeliverable.
- 16 e) Process Requests for Exclusion, field inquiries from Class Members,
- 17 f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and
18 1099 Tax Forms and any other filings required by any governmental taxing
19 authority.
- 20 g) Provide declarations and/or other information to this Court as requested by
21 the Parties and/or the Court regarding the settlement administration process.
- 22 h) Provide weekly status reports to counsel for the Parties.
- 23 i) Post settlement documents and a notice of final judgment online at
24 Settlement Administrator's website.
- 25 j) Translate the Notice from English to Spanish

26 49. Delivery of the Class List: Within thirty (30) calendar days of Plaintiff's service on
27 Defense Counsel of the Court's order granting Preliminary Approval, Defendant will provide the
28 Class List to the Settlement Administrator. This is a material term of the Agreement, and if

1 Defendant fails to comply, Plaintiff shall have the right to void the Agreement.

2 50. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the
3 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members
4 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in
5 the Class List.

6 51. Confirmation of Contact Information in the Class List: Prior to mailing, the
7 Settlement Administrator will perform a search based on the National Change of Address Database
8 for information to update and correct for any known or identifiable address changes. Any Notice
9 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline
10 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto
11 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
12 forwarding address is provided, the Settlement Administrator will promptly attempt to determine
13 the correct address using a skip-trace, or other search using the name, address and/or Social
14 Security number of the Class Member involved, and will then perform a single re-mailing. If any
15 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a
16 current employee, then Defendant shall make all reasonable efforts to obtain the current address
17 from the Class Member and provide the same within seven (7) calendar days of notice from the
18 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-
19 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or
20 (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek
21 dispute.

22 52. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
23 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
24 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
25 for Defendat during the Class Period; (e) each Class Member's estimated Individual Settlement
26 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
27 comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h)
28 the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to

1 the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j) the
2 date for the final approval hearing.

3 53. Disputed Information on Notice: Class Members will have an opportunity to
4 dispute the information provided in their Notice. To the extent Class Members dispute the number
5 of Workweeks with which they have been credited or the amount of their Individual Settlement
6 Payment, Class Members may produce evidence to the Settlement Administrator showing that
7 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
8 records will be presumed determinative. However, if a Class Member produces evidence to the
9 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
10 Member regarding the number of eligible Workweeks that should be applied and/or the Individual
11 Settlement Payment to which the Class Member may be entitled. If the Parties and the Class
12 Member do not agree, the dispute will be submitted to the Court.

13 54. Defective Submissions: If a Class Member's Request for Exclusion is defective as
14 to the requirements listed herein, that Class Member will be given an opportunity to cure the
15 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
16 business days of receiving the defective submission to advise the Class Member that his or her
17 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
18 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
19 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
20 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
21 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
22 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

23 55. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
24 Class Settlement must sign and postmark a written Request for Exclusion to the Settlement
25 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
26 Member's name, address, telephone number, and the last four digits of the Class Member's Social
27 Security number and/or the Employee ID number and (b) a clear statement requesting to be
28 excluded from the settlement of the class claims. The date of the postmark on the return mailing

1 envelope receipt confirmation will be the exclusive means to determine whether a Request for
2 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the
3 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the
4 Requests for Exclusion that were timely submitted. All Class Members who do not request
5 exclusion from the Class Settlement will be bound by all terms of the Settlement Agreement if the
6 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective
7 as to the release of claims arising under the Private Attorneys General Act.

8 56. Defendant's Right to Rescind: If five percent (5%) or more of the Class Members
9 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
10 its election, rescind the Settlement Agreement and all Action taken in furtherance of it will be
11 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this
12 right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days
13 of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its
14 right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration
15 Costs incurred to the date of rescission.

16 57. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
17 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
18 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
19 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment
20 that may be entered by the Court if it grants final approval to the Settlement. Class Members who
21 opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the
22 opt-out shall not be effective as to the release of claims arising under the Private Attorneys General
23 Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the
24 Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the
25 Court. Class Counsel will not represent any Class Members who have opted-out of the settlement
26 in individual claims that would have been released in the Settlement.

27 58. Objection Procedures: To object to the Settlement, a Participating Class Member
28 must postmark a valid Objection to the Settlement Administrator on or before the Response

1 Deadline. The Objection must be signed by the Participating Class Member and contain all
2 information required by this Settlement Agreement including the employees full name, address,
3 telephone number, the last four digits of their social security number and/or Employee ID number,
4 the name of the case and case number, and the specific reason including any legal grounds for the
5 Participating Class Members objection. The postmark date will be deemed the exclusive means
6 for determining that the Notice of Objection is timely. Participating Class Members who fail to
7 object in the manner specified above will be foreclosed from making a written objection, but shall
8 still have a right to appear at the Final Approval Hearing in order to have their objections heard by
9 the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
10 Participating Class Members to submit written objections to the Settlement or appeal from the
11 Order and Judgment. Class Counsel will not represent any Class Members with respect to any
12 objections to this Settlement.

13 59. Certification Reports Regarding Individual Settlement Payment Calculations: The
14 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
15 which certifies: (a) the number of Class Members who have submitted valid Requests for
16 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
17 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
18 Administrator will provide to counsel for both Parties any updated reports regarding the
19 administration of the Settlement Agreement as needed or requested.

20 60. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
21 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
22 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
23 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to
24 Court approval, shall be distributed to the California Farm Workers Foundation pursuant to
25 California Civil Procedure Code § 384.

26 61. Administration of Taxes by the Settlement Administrator: The Settlement
27 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
28 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all

1 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible
2 for forwarding all payroll taxes and penalties to the appropriate government authorities.

3 62. Tax Liability: Defendant makes no representation as to the tax treatment or legal
4 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
5 relying on any statement, representation, or calculation by Defendant or by the Settlement
6 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
7 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
8 described herein. Defendant's share of any employer payroll taxes and other required employer
9 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's
10 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement
11 Amount.

12 63. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
13 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
14 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
15 communication or disclosure between or among the Parties or their attorneys and other advisers,
16 is or was intended to be, nor shall any such communication or disclosure constitute or be construed
17 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
18 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
19 his, her or its own, independent legal and tax counsel for advice (including tax advice) in
20 connection with this Agreement, (b) has not entered into this Agreement based upon the
21 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
22 entitled to rely upon any communication or disclosure by any attorney or adviser to any other party
23 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
24 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
25 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
26 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
27 including any transaction contemplated by this Agreement.

28 64. No Prior Assignments: The Parties and their counsel represent, covenant, and

1 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
2 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
3 action, cause of action or right herein released and discharged.

4 65. Release by Participating Class Members: Upon the complete funding of the Gross
5 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
6 Class Members shall fully release and discharge the Released Parties from the Released Class
7 Claims that arose during the Class Period. This release shall be binding on all Participating Class
8 Members.

9 66. Release by the State of California and LWDA: Upon the complete funding of the
10 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the LWDA
11 and the State of California, through Plaintiff as its agent and/or proxy, and all PAGA Members
12 shall release and discharge the Released Parties from the Released PAGA Claims that arose during
13 the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue
14 preclusion, or otherwise bar a representative action if an aggrieved employee were to bring a
15 subsequent claim on behalf of the LWDA based on the same factual predicate as this action and
16 covering the same time period.

17 67. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
18 Settlement Amount, Plaintiff—on behalf of himself only—to the additional following General
19 Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiff
20 hereby fully releases the Released Parties from any and all Released Class Claims and Released
21 PAGA Claims and also generally release and discharge the Released Parties from any and all
22 claims, demands, obligations, causes of action, rights, or liabilities of any kind which arose prior
23 to the execution of this Agreement and have been or could have been asserted against the Released
24 Parties arising out of or relating to his employment by Defendant or termination thereof, including
25 but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,
26 harassment or wrongful termination of employment. This release specifically includes any and all
27 claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest,
28 and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any

1 way connected with the matters referred to herein, whether or not known or suspected to exist, and
2 whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights
3 and benefits afforded by California Civil Code Section 1542, which provides:

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

10 This release specifically excludes claims for unemployment insurance, disability, social
11 security, and workers compensation (with the exception of claims arising pursuant to California
12 Labor Code Sections 132(a) and 4553)

13 68. Neutral Employment Reference: Defendant agrees that it will adopt a neutral
14 reporting policy regarding any future employment references related to Plaintiff. In the event that
15 any potential or future employers of Plaintiff request a reference regarding Defendant's
16 employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of
17 employment and job title. Defendant shall not refer to the Action or this Settlement.

18 69. Nullification of Settlement Agreement: In the event that: (a) the Court does not
19 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
20 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
21 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
22 documents generated to bring it into effect, will be null and void, all amounts deposited into the
23 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
24 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
25 will likewise be treated as void from the beginning. Should the Court fail to approve this settlement
26 for any reason, the Parties agree that they will meet and confer in good faith to address deficiencies
27 identified by the Court.

28 70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to

1 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
 2 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
 3 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
 4 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
 5 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
 6 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
 7 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it
 8 will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and
 9 completely approve the Agreement as to the Action will result in this Settlement Agreement and
 10 the Memorandum of Understanding entered into by the Parties, and all obligations under this
 11 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

12 71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
 13 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
 14 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
 15 determine the Final Approval of the Settlement Agreement along with the amounts properly
 16 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
 17 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class
 18 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any
 19 failure by the Court to fully and completely approve the Settlement Agreement as to all of the
 20 Action, or the entry of any Order by another Court with regard to any of the Action which has the
 21 effect of modifying material terms of this Agreement or preventing the full and complete approval
 22 of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement
 23 and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose
 24 the granting of the Motion for Final Approval, provided Defendant has not exercised its right to
 25 rescind pursuant to the terms of this Agreement.

26 72. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
 27 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
 28 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing

1 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
2 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
3 may be appropriate under court rules or as set forth in this Settlement.

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

7 74. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
8 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
9 agreements may be deemed binding on the Parties.

10 75. Amendment or Modification: This Settlement Agreement may be amended or
11 modified only by a written instrument signed by counsel for all Parties or their successors-in-
12 interest and approved by the Court.

13 76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
14 and represent they are expressly authorized by the Parties whom they represent to negotiate this
15 Settlement Agreement. Counsel shall advise the Parties to take all appropriate action required or
16 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms
17 and to execute any other documents required to effectuate the terms of this Settlement Agreement.
18 The Parties and their counsel will cooperate with each other and use their best efforts to affect the
19 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
20 content of any document needed to implement the Settlement, or on any supplemental provisions
21 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
22 assistance of the Court to resolve such disagreement.

23 77. Binding on Successors and Assigns: This Settlement Agreement will be binding
24 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
25 defined.

26 78. California Law Governs: All terms of this Settlement Agreement and Exhibits
27 hereto will be governed by and interpreted according to the laws of the State of California.

28 79. Execution and Counterparts: This Settlement Agreement is subject only to the

1 execution of all Parties. However, the Settlement Agreement may be executed in one or more
2 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
3 of the signature page, will be deemed to be one and the same instrument provided that counsel for
4 the Parties will exchange among themselves original signed counterparts.

5 80. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
6 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
7 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
8 litigation, taking into account all relevant factors, present and potential. The Parties further
9 acknowledge that they are each represented by competent counsel and that they have had an
10 opportunity to consult with their counsel regarding the fairness and reasonableness of this
11 Settlement.

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

16 82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
17 class certification for purposes of this Settlement only; except, however, that either party may
18 appeal any court order that materially alters the Settlement Agreement's terms.

19 83. Class Action Certification for Settlement Purposes Only: The Parties agree to
20 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
21 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
22 that certification for purposes of the Settlement is not an admission that class action certification
23 is proper under the standards applied to contested certification motions and that this Agreement
24 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
25 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according
26 to the Settlement's terms.

27 84. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
28 dispute that has arisen between them and to avoid the burden, expense and risk of continued

1 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
2 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
3 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
4 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
5 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
6 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
7 as an admission or concession by Defendant of any such violations or failures to comply with any
8 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
9 Agreement and its terms and provisions shall not be offered or received as evidence in any action
10 or proceeding to establish any liability or admission on the part of Defendant or to establish the
11 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
12 local or other applicable law.

13 85. Captions: The captions and section numbers in this Agreement are inserted for the
14 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
15 provisions of this Agreement.

16 86. Waiver: No waiver of any condition or covenant contained in this Settlement
17 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
18 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
19 right or remedy.

20 87. Enforcement Action: In the event that one or more of the Parties institutes any legal
21 action or other proceeding against any other Party or Parties to enforce the provisions of this
22 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
23 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
24 and costs, including expert witness fees incurred in connection with any enforcement Action.

25 88. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
26 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
27 against one Party than another merely by virtue of the fact that it may have been prepared by
28 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations

1 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

2 89. Representation By Counsel: The Parties acknowledge that they have been
3 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
4 and that this Agreement has been executed with the consent and advice of counsel and reviewed
5 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
6 Agreement.

7 90. All Terms Subject to Final Court Approval: All amounts and procedures described
8 in this Settlement Agreement herein will be subject to final Court approval.

9 91. Cooperation and Execution of Necessary Documents: The Parties agree to
10 cooperate to promote participation in the Settlement, and in seeking court approval of the
11 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
12 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
13 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class
14 Member prior to the funding of the Gross Settlement Amount concerning claims released via this
15 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims
16 released via this Agreement during the Settlement approval process prior to the funding of the
17 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
18 approved by the Court.

19 92. Confidentiality: The Parties and their counsel agree to keep the terms of the
20 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,
21 Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate
22 any contact with the press, respond to any press inquiry or have any communication with the press
23 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement
24 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by
25 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
26 Settlement Agreement or limit Class Counsel's communications with the Class Members in
27 furtherance of approval of this Settlement.

28 93. Binding Agreement: The Parties warrant that they understand and have full

1 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
2 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
3 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
4 provisions that otherwise might apply under federal or state law.

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Dated: 12/22/2025


PLAINTIFF

By: 
Alberto Osorio Pimentel

Dated: 01/06/2026

DEFENDANT


OAK KNOLL FARMING CORPORATION

By: 
Name: LESLIE CACCAMEJE HILL
Title: CEO

APPROVED AS TO FORM

Dated: 12/22/2025

PROTECTION LAW GROUP, LLP.

By: 
Carlos Jimenez, Esq.
D. Luke Clapp, Esq.
Attorneys for Plaintiff

Dated: 01/06/2026

ROSASCO LAW GROUP APC

By: Michael Blankinship
Michael Blankinship, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Pimentel v. Oak Knoll Farming Corporation
Napa County Superior Case No. 24CV001360

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All non-exempt employees who worked for Oak Knoll Farming Corporation in the State of California at any time from August 7, 2020, through [REDACTED].

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Alberto Osorio Pimentel (“Plaintiff”) a former employee of Oak Knoll Farming Corporation. (“Defendant”) on August 7, 2024. This case, *Pimentel v. Oak Knoll Farming Corporation* Napa County Superior Case No. 24CV001360 is currently pending in the Napa County Superior Court. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not pay employees all overtime wages owed, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The lawsuit claims that the Class Members are entitled to, *inter alia*, damages, penalties and restitution.

On October 14, 2024, Plaintiff filed a First Amended Complaint in order to add a claim for penalties pursuant to the California Private Attorneys General Act (“PAGA”) based on the same types of labor code violations alleged above.

Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case. However, the Parties have agreed to resolve this dispute in an effort to conserve resources and in light of the risks of further litigation. The terms of the proposed settlement are further detailed below.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Alberto Osorio Pimentel “Plaintiff”), sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Napa County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed his attorneys at Protection Law Group, as counsel for the Class (“Class Counsel”). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of reasonableness that could be ultimately be

approved. A Final Determination on whether to approve the settlement will be made at the hearing on [REDACTED]. The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt employee in the state of California at any time between August 7, 2020, and [REDACTED].

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Five Hundred Thousand Dollars (\$500,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or One Hundred and Seventy-Five Thousand Dollars (\$175,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Thousand Dollars (\$20,000);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Ten Thousand Dollars (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Nine Thousand Two Hundred and Seventy-Five Dollars (\$9,275.00) and
- E. **PAGA Payment** in the amount of Forty Thousand Dollars (\$40,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Sixty-Five percent (65%) of this amount, (\$26,000.00) shall be paid to the LWDA. The remaining thirty-five percent (35%) (\$14,000.00) will be distributed to non-exempt employees who worked for Defendant in California at any time between August 7, 2023, and [REDACTED], for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt employee of Defendant from August 7, 2020, through [REDACTED] (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment. Your share of the PAGA Payment will be calculated based on the number of Pay Periods you worked as a non-exempt employee for Defendant, in California, during the PAGA Period.

The Class Portion of your Individual Settlement Payment will be apportioned as ten percent (10%) wages, forty-five percent (45%) interest, and forty-five percent (45%) penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX Pay Periods during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.

This Amount was determined based on Defendant’s record of your employment between August 7, 2020, and [REDACTED], and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if you and the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Released Class Claims” that arose during the “Class Period.”

The “Released Parties” include Defendant Oak Knoll Farming Corporation, and its owners, officers, attorneys, employees, agents, insurers, clients, growers, predecessors and successors in interest.

The “Released Class Claims” means all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts alleged in the operative Complaint.

The “Class Period” during which the release of Released Class Claims pertains is from August 7, 2020, through [REDACTED].

Additionally, all non-exempt employees who worked for Defendant in the state of California between August 7, 2023, and [REDACTED], shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The “Released PAGA Claims” include: all claims for civil penalties for violations of the Labor Code that were alleged or reasonably could have been alleged based on the factual allegations in the PAGA Notice to the LWDA sent by Class Counsel on August 7, 2024 (Submission AP-5394140).

The “PAGA Period” during which the release of the Released PAGA Claims pertains is from August 7, 2023, through [REDACTED].

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims.

10. If I exclude myself, can I get money from this settlement?

No. (except if you worked between August 7, 2023, and [redacted] in which case you will still receive the portion of your Individual Settlement Payment for claims that arise under PAGA.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP, as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP

Ryan T. Chuman, Esq.

D. Luke Clapp, Esq.

149 Sheldon Street

El Segundo, California 90245

Telephone: (424) 290-3095

Facsimile: (866) 264-7880

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], in Department A of the Napa County Superior Court located at 825 Brown Street, Napa CA 94559.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Information regarding remote appearances can be found on the Napa County Superior Court website.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com)

IF YOU DO NOTHING


17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and

remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, any unclaimed funds will be transferred to the California Farm Workers Foundation.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at  or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE