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Superior Court of California,
County of Fresno

By: Maria Lopez, Deputy Clerk

07/17/26 4:55 PM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

**Coordination Proceeding
Special Title (Rule 3.550)**

**IN RE FOSTER FARMS WAGE AND
HOUR CASES**

Included Actions:

Foster v. Foster Farms LLC, et al.,
Superior Court of California, County of
Fresno Case No. 17CECG03296

Watkins v. Foster Poultry Farms, et al.,
Superior Court of California, County of
Los Angeles Case No. 20STCV36958

Singh v. Foster Poultry Farms, Superior
Court of California, County of Merced
Case No. 18CV-05039

Haro v. Foster Farms LLC, et al.,
Superior Court of California, County of
Merced Case No. 19CV-02008

Cisneros v. Foster Poultry Farms,
Superior Court of California, County of
Merced Case No. 19CV-04647

Villanueva, et al. v. Foster Poultry
Farms, Superior Court of California,
County of Merced Case No. 20CV-02903

Palacios v. Foster Poultry Farms,
Superior Court of California, County of
Merced Case No. 22CV-02200

CLASS ACTION

Case No. 21JCCP05166

**NOTICE REGARDING 115 CLASS
MEMBERS INADVERTENTLY OMITTED
FROM THE CLASS NOTICE PROCESS
AND STIPULATION FOR LIMITED
RELIEF FROM THE COURT'S FINAL
APPROVAL ORDER AND JUDGMENT;
[PROPOSED] ORDER**

Honorable Kristi Culver Kapetan
Courtroom 502

Foster filed: September 25, 2017
Singh filed: December 14, 2018
Cisneros filed: April 30, 2019
Haro filed: May 7, 2019
Watkins filed: September 24, 2020
Villanueva filed: October 8, 2020

Trial date: None set

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NOTICE REGARDING 115 CLASS MEMBERS INADVERTENTLY OMITTED FROM THE CLASS NOTICE
PROCESS AND STIPULATION FOR LIMITED RELIEF FROM THE COURT'S FINAL APPROVAL ORDER
AND JUDGMENT

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1 Plaintiffs Joyce Foster, Arroor Singh, Elicia Cisneros, Alejandro Haro, Darelle T. Watkins,
2 and Ofelia Ferrel Palacios (collectively “Plaintiffs”) and Defendant Foster Poultry Farms
3 (“Defendant”) (collectively with Plaintiffs, “the Parties”), hereby provide notice to the Court and
4 stipulate and request as follows:

5 **NOTICE REGARDING CLASS MEMBERS OMITTED FROM THE CLASS NOTICE**

6 **PROCESS**

7 The Parties reached a class and PAGA settlement of this matter. On December 11, 2025, the
8 Court granted preliminary approval of the Parties’ Class and PAGA settlement.

9 On January 12, 2026, the settlement administrator received a spreadsheet from Defendant
10 that included the Class and PAGA Data. Thereafter, the settlement administrator reached out to
11 Defendant regarding discrepancies in the spreadsheet. After these discrepancies were resolved, on
12 February 3, 2026, the settlement administrator emailed the Parties the preliminary calculations. The
13 Parties approved of the preliminary calculations.

14 The settlement administrator provided notice to 46,549 Class Members on February 24,
15 2026. These Class Members had until April 27, 2026, to respond to the settlement.

16 On May 21, 2026, the Court granted final approval of the Parties’ Class and PAGA
17 settlement. The Court signed an Order and Judgment Granting Final Approval of Class and PAGA
18 Action Settlement, Attorneys’ Fees, Costs, and Incentive Awards (“Final Approval Order and
19 Judgment”) on June 2, 2026.

20 On June 19, 2026, the settlement administrator advised the Parties that in preparation for the
21 upcoming funding date, it began preparing the data and determining the final settlement awards and
22 employer-side taxes. During this process, the settlement administrator determined that 115 Class
23 Members from the initial data set were inadvertently and mistakenly omitted from the mailing list
24 and therefore did not receive a Class Notice (“Omitted Class Members”). The settlement
25 administrator determined that the awards to these 115 Class Members represent approximately
26 \$23,231.70.

27 The Parties met and conferred regarding this issue. The Parties now seek limited relief from
28 the Court’s Final Approval Order and Judgment solely to the extent necessary to (1) provide notice

1 to the Omitted Class Members who were inadvertently and mistakenly omitted from the prior notice
2 process; (2) provide an opportunity for the Omitted Class Members to object to or exclude
3 themselves from the settlement; and (3) to set new deadlines to make payments in the manner set
4 forth in the Settlement Agreement.

5 The Parties propose that the Omitted Class Members receive the Class Notice attached
6 hereto as **Exhibit A** and 60 days to opt-out of or object to the settlement. The Parties also propose –
7 and the settlement administrator has agreed – that the settlement administrator cover all costs
8 associated with this mailing as well as the approximately \$23,231.70 owed to these Omitted Class
9 Members under the settlement. This will ensure that these Omitted Class Members receive notice of
10 the settlement and the opportunity to respond to it. It also ensures that the settlement shares of Class
11 Members who previously received notice of the settlement will not be negatively impacted due the
12 settlement administrator’s error.

13 Should any of these Omitted Class Members submit an objection to the settlement, the
14 Parties will notify the Court of such objection and ask the Court to schedule a hearing regarding the
15 objection. The Parties will provide an update to the Court no later than fourteen (14) days after the
16 end of the notice period advising the Court of whether any of the Omitted Class Members requested
17 to be excluded from or objected to the settlement.

18 **STIPULATION FOR LIMITED RELIEF FROM THE COURT’S FINAL APPROVAL**

19 **ORDER AND JUDGMENT**

20 WHEREAS, the Parties hereby agree that the Omitted Class Members receive the Class
21 Notice attached hereto as **Exhibit A** and 60 days to opt-out of or object to the settlement.

22 WHEREAS, the Parties agree that the settlement administrator cover all costs associated
23 with this mailing as well as the approximately \$23,231.70 owed to these Omitted Class Members
24 under the settlement.

25 WHEREAS, the Parties agree that should any of these Omitted Class Members submit an
26 objection to the settlement, the Parties will notify the Court of such objection and ask the Court to
27 schedule a hearing regarding the objection. If this occurs, the Class Member that submitted the
28 objection will be provided with notice of the date and time of the hearing by mail from the

1 settlement administrator.

2 WHEREAS, the Parties agree that they will provide an update to the Court no later than
3 fourteen (14) days after the end of the notice period advising the Court of whether any of the
4 Omitted Class Members requested to be excluded from or objected to the settlement.

5 WHEREAS, the Parties also agree that the Effective Final Settlement Date shall be fourteen
6 (14) days after the end of the notice period applicable to the Omitted Class Members if no
7 objections were received from Omitted Class Members. If one or more Participating Class Members
8 object to the Settlement, the Effective Final Settlement Date shall be the day after the deadline for
9 filing a notice of appeal from the Judgment, or if a timely appeal from the Judgment is filed, the day
10 after the appellate court affirms the Judgment and issues a remittitur.

11 WHEREAS, pursuant to the Parties' Settlement Agreement, Defendant shall fund the
12 settlement within 21 days of the Effective Final Settlement Date.

13 NOW THEREFORE, the Parties agree, subject to Court approval, that the Court grant
14 limited relief from the Final Approval Order and Judgment as follows:

- 15 (1) The Class Notice attached as **Exhibit A** hereto be sent to the 115 Omitted Class
16 Members who were previously excluded from the notice process;
- 17 (2) These 115 Omitted Class Members have 60 days after mailing to respond to the
18 settlement;
- 19 (3) The Parties will provide an update to the Court no later than fourteen (14) days after the
20 end of the notice period advising the Court of whether any of the 115 Omitted Class
21 Members requested to be excluded from or objected to the settlement;
- 22 (4) The settlement administrator will cover the costs associated with providing notice to the
23 Omitted Class Members and cover the individual settlement shares owed to these
24 Omitted Class Members under the Parties' class and PAGA settlement; and

25 ///

26 ///

27 ///

28 ///

(5) The Effective Final Settlement Date shall be fourteen (14) days after the end of the notice period for the Omitted Class Members if no objections are received. If one or more Participating Class Members object to the Settlement, the Effective Final Settlement Date shall be the day after the deadline for filing a notice of appeal from the Judgment, or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

IT IS SO STIPULATED.

Dated: July 17, 2026

MARA LAW FIRM, PC
LAW OFFICES OF KEVIN T. BARNES

By: /s/ Jill Vecchi
David T. Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiffs

Dated: July 17, 2026

MAYER BROWN LLP

By: /s/ Ruth Zadikany
Ruth Zadikany, Esq.
Michael Jaeger, Esq.
Attorneys for Defendant
Foster Poultry Farms

~~PROPOSED~~ ORDER

The Court, having considered the Parties' Notice Regarding 115 Class Members Omitted from the Class Notice Process and Stipulation to Send Notice to These Individuals, and finding good cause shown, HEREBY ORDERS:

- (1) The Class Notice attached as **Exhibit A** hereto be sent to the 115 Class Members who were previously inadvertently excluded from the prior notice process (the "Omitted Class Members");
- (2) These Omitted Class Members shall have 60 days after mailing to request to be excluded from the settlement;
- (3) The Parties will provide an update to the Court no later than fourteen (14) days after the end of the notice period advising the Court of whether any of the Omitted Class Members requested to be excluded from or objected to the settlement;
- (4) The settlement administrator will cover all costs associated with providing notice to the Omitted Class Members and will cover the individual settlement shares owed to the Omitted Class Members under the Parties' class and PAGA settlement; and
- (5) The Effective Final Settlement Date shall be fourteen (14) days after the end of the Omitted Class Members' notice period if no objections are received. If one or more Participating Class Members object to the Settlement, the Effective Final Settlement Date shall be the day after the deadline for filing a notice of appeal from the Judgment, or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

IT IS SO ORDERED.

Dated: July 28, 2026

By: 
Honorable Kristi Culver Kapetan
Judge of the Superior Court

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

1. Why Have I Received This Notice?	Page 2
2. What Is This Case About?	Page 2
3. Am I A Class Member? Am I An Aggrieved Employee?	Page 4
4. How Does This Class Action Settlement Work?	Page 4
5. Who Are the Attorneys Representing the Parties?	Page 4
6. What Are My Options?	Page 6
7. How Do I Opt Out or Exclude Myself From This Settlement?	Page 6
8. How Do I Object to the Settlement?	Page 6
9. How Does This Settlement Affect My Rights?	Page 7
10. How Much Can I Expect to Receive From This Settlement?	Page 8
11. How Will the Attorneys for the Class and the Class Representatives Be Paid?	Page 10
12. What Do I Do If I Need More Information or Have Questions?	Page 10

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 December 11, 2025, at 3:30 p.m., 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. Wakens 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. On [date of ruling on stipulation], the Court directed that you receive this notice.

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

Attorneys for Plaintiffs and the Class (“Class Counsel”)	Attorneys for Foster Farms
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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.

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, 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. 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 you do not opt out of the Settlement, the Court’s Final 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.

If a Class Member submits a written objection to the settlement, the Court will set a Final Approval Hearing. If this occurs, Court’s website will reflect the date and time of this hearing. Instructions on how to access the Court’s website are in Section 12, below. If a Class Member submits an objection, they will be provided with notice of the date and time of the hearing by U.S. mail.

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.

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?*

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 Parties¹ 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 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

¹ “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.

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 the amount of \$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 the amount of \$162,500; (3) a payment of \$250,000 allocated to the PAGA claims; and (4) payment to Class Counsel in the amount of \$3,000,000 (33.33% of the Gross Settlement Amount) for attorneys' fees and in the amount of \$169,594.87 for litigation costs.

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

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. The attorneys for Plaintiffs and the Class shall be paid an amount equal to 33.33% of the Gross Settlement Amount (\$3,000,000) for attorney fees and \$169,594.87 for litigation costs.

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

Plaintiffs will also be paid \$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.