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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BENITO

MIGUEL VEGA, on behalf of himself and all similarly aggrieved employees, Plaintiff, v. TRICAL, INC.; and DOES 1 through 50, inclusive, Defendants.	Case No. CU-25-00181 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS** Action Filed: June 10, 2025

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

Plaintiff Miguel Vega ("Plaintiff"), by and through his attorneys of record, and Defendant TriCal, Inc. ("Defendant"), by and through its attorneys of record, respectively, (collectively, the "Parties") agree to the following binding terms (the "Agreement" or "Settlement Agreement") for the settlement of the putative class action entitled *Miguel Vega, on behalf of himself and all similarly aggrieved employees, Plaintiff v. TriCal, Inc.; and Does 1 through 50, inclusive, Defendants*, pending before the Superior Court of the State of California, County of San Benito, Case No. CU-25-00181 (the "Action"):

I. RECITALS

A. **WHEREAS**, on or about May 2, 2025, Plaintiff's counsel sent a letter to the California Labor and Workforce Development Agency pursuant to Labor Code § 2699.3(a)-(c) seeking to exhaust Plaintiff's administrative remedies under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698, *et seq.*, and specifically identifying violations of Labor Code §§ 201, 202, 203, 204, 208, 216, 221, 223, 226, 226.7, 246, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2698, *et seq*., 2699(f) and (g), and 2802;

B. **WHEREAS**, on June 10, 2025, Plaintiff commenced this Action in Superior Court for the State of California, County of San Benito, alleging seven causes of action: (1) failure to provide off-duty meal periods or pay premiums at the regular rate of pay, in violation of Labor Code §§ 226.7 and 512; (2) failure to provide off-duty rest periods or pay premiums at the regular rate of pay, in violation of Labor Code § 226.7; (3) failure to pay overtime wages for all hours worked at the correct regular rate of pay, in violation of Labor Code §§ 1194 and 1198; (4) failure to provide accurate itemized wage statements and keep accurate records, in violation of Labor Code §§ 226, 1174, and 1175; (5) failure to timely pay wages when due and upon separation of employment, in violation of Labor Code §§ 201-203; (6) failure to reimburse work-related expenses, in violation of Labor Code § 2802; and (7) unfair business practices, in violation of Business and Professions Code § 17200, *et seq*.;

C. **WHEREAS**, on September 5, 2025, Plaintiff filed a first amended complaint

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("FAC" or "Complaint"), adding a cause of action for violation of the Labor Code § 2698, *et seq.*, the Private Attorney Generals Act (the "PAGA"). The FAC is the operative complaint;

D. **WHEREAS,** Defendant denies that it has engaged in any alleged unlawful conduct, denies that it has violated any statute, principle of common law or equity, rule or regulation, and maintains that it has complied at all times with California law by, including, but not limited to, paying employees wages for all hours worked, paying overtime wages at the correct regular rate of pay, timely providing off-duty 30-minute meal breaks and 10-minute rest breaks, providing employees with accurate wage statements, making wage payments in a timely manner, and paying all amounts owed in a timely manner after termination of employment;

E. **WHEREAS,** on March 26, 2026, the Parties attended mediation with the Honorable Peter H. Kirwan (Ret.). Prior to mediation, Defendant's counsel provided data from which Plaintiff's counsel could calculate damages.

F. **WHEREAS**, extensive arm's-length settlement negotiations took place between the Parties, including a full day of mediation, and the Parties subsequently reached an agreement and entered into a Memorandum of Understanding;

G. **WHEREAS**, after discovery and investigation of the facts and law (described below), and after carefully considering the applicable law, Plaintiff and his counsel have concluded that: (i) it is in the best interests of the Class (defined below) to enter into the settlement described herein in order to avoid the uncertainties of litigation and to assure benefits to the Class Members (defined below); and (ii) the terms and conditions of this Agreement, and the settlement contemplated hereby, are fair, reasonable and adequate and in the best interests of all of the Class Members;

H. **WHEREAS**, Defendant has conducted an investigation into the allegations raised by Plaintiff in the Action and evaluated the information elicited through informal discovery and has concluded that, despite its good faith belief that it is not liable for any of the claims asserted in the Action and that it has good defenses to those claims, it will enter into this Agreement to obtain the conclusive and complete settlement of the Action and avoid: (i)

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the further expense, inconvenience, and burden of this litigation; (ii) the distraction and diversion of its personnel and resources; and (iii) the risk and uncertainty of the outcome inherent in any litigation;

I. **WHEREAS**, the Parties hereto agree that this Agreement shall not be deemed or construed to be an admission or evidence of any liability or wrongdoing whatsoever by Defendant, or the truth of any of the claims asserted in the Action;

J. **NOW THEREFORE**, in consideration of the mutual covenants, promises, and warranties set forth herein, Plaintiff, the Class (defined below) and Defendant agree, subject to Court approval, as set forth herein.

II. REPRESENTATION OF THE PARTIES

A. Counsel for the Settlement Class (referred to herein as "Class Counsel") are B. James Fitzpatrick and Alison L. Baker of Fitzpatrick & Swanston, 555 S. Main Street, Salinas, California 93901; and Larry W. Lee and Max W. Gavron of Diversity Law Group, 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071. Counsel for Defendant ("Defendant's Counsel") are Corinne D. Spencer and Jonathan J. Brown of Pearlman, Brown & Wax, L.L.P., 15910 Ventura Blvd., 18th Floor, Encino, California 91436.

B. Class Counsel conducted an extensive investigation and informal discovery of the facts surrounding the claims asserted in this Action, including obtaining and reviewing Defendant's payroll documents and data, the number of former employees, the average rate of pay, and the number of pay periods to calculate the damages and penalties within the statute of limitations, and Class Counsel retained an expert to assist in analyzing and evaluating the data.

III. TERMS OF SETTLEMENT

A. **Settlement Parties**

1. **Stipulation for Certification and the Class:** For the purposes of this Settlement, the Parties hereby stipulate for class certification of the following Class: all persons who work or worked for Defendant as non-exempt employees in the State of California at any time during the Class Period ("Class" or "Class Members").

2. The Class Period shall be any time from June 10, 2021, through the date

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of preliminary approval of this settlement, subject to the Escalator Clause in Paragraph B.2. ("Class Period").

3. Class Members who have not submitted timely and valid requests for exclusion or requests for exclusion otherwise accepted by the Settlement Administrator are referred to as "Settlement Class Members."

4. **Aggrieved Employees:** The Aggrieved Employees are all persons who worked for Defendant as non-exempt employees in the State of California at any time during the PAGA Period ("Aggrieved Employees").

5. The PAGA Period shall be any time from May 2, 2024, through the date of preliminary approval of this settlement, subject to the Escalator Clause in Paragraph B.2. ("PAGA Period").

6. **"Plaintiff" or "Class Representative" Definition:** Plaintiff, Miguel Vega, was employed by Defendant as a non-exempt employee from about 2008 until about September 2024. Plaintiff has no conflicts with the Class and has agreed to represent the Class. Class Counsel believes that Plaintiff is an adequate class representative.

7. **"Released Class Claims" Definition:** The claims released by Settlement Class Members (the "Released Class Claims") are any and all class claims arising out of the facts alleged, or which could have reasonably been alleged, based on the facts in the Complaint in the Action occurring during the Class Period.

8. **"Released PAGA Claims" Definition:** The claims released by Aggrieved Employees (the "Released PAGA Claims") are any and all representative claims for penalties under the PAGA arising out of the facts alleged, or which could have reasonably been alleged, based on the facts in the Complaint in the Action occurring during the PAGA Period.

9. **"Released Parties" Definition:** The Released Parties are Defendant and each of its parent companies, including TriCal Soil Solutions, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, and any past, present or future officers, directors and employees, predecessors, successors, consultants,

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representatives, and assigns.

B. **Settlement Amount and Terms**

1. **Gross Settlement Amount:** The Gross Settlement Amount that Defendant will be obligated to pay in connection with the Settlement shall be $350,000.00, to be paid by Defendant in full satisfaction of all claims arising from the Action, which includes, attorneys' fees, costs, and expenses directly related to the Action, which includes all such fees, costs, and expenses incurred to date, as well as all such fees, costs, and expenses incurred in documenting the Settlement, securing the Court approval of the Settlement, administering the Settlement (including the Settlement Administrator's fees and expenses), the payment of PAGA Settlement Amount to the California Labor & Workforce Development Agency and Aggrieved Employees, and the Service Award to the Plaintiff, as approved by the Court. This settlement is non-reversionary; no portion of the monies shall revert to Defendant.

2. **Escalator Clause:** The Gross Settlement Amount is premised on Defendant's representation that there are about 274 individuals in the Class who worked approximately 33,533 workweeks ("Estimated Workweeks") during the Class Period. If at the time of Preliminary Approval, the actual number of workweeks worked by the entire Class during the Class Period ("Actual Workweeks") exceeds the Estimated Workweeks by 110% (*i.e.*, 36,886 workweeks), then Defendant will increase the Gross Settlement Amount by one percent (1%) for every percentage increase above 10%.

For each pay workweek over 36,886 in the Class Period there shall either be: (i) a *pro-rata* proportional increase in the Gross Settlement Amount, or (ii) the end date of the Class Period will be backed up such that there is a release of no more than 10% over 33,533 workweeks. Class Counsel shall provide Defendant with 15 days' notice of the anticipated filing of the Motion for Preliminary Approval. No later than five (5) business days before the anticipated date of filing the motion for settlement approval, Defendant will notify Class Counsel of the total number of workweeks worked by the Class Members within the Class Period and whether (a) Defendant will either pay additional sums on a *pro-rata* basis for each pay period over 36,886 or (b) will notify provide Class Counsel that it elects to proceed with

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option (ii) and provide Class Counsel with the end date of the Class Period so that the number of workweeks worked by Class Members during the Class Period does not exceed 36,886 and so that the motion for approval can be modified with the appropriate release/end date.

3. **Payment by Defendant:** Defendant shall make a transfer through respective payments of all moneys owed under the Agreement to a Qualified Settlement Fund ("QSF") established by the Settlement Administrator at the time prescribed herein, and the Settlement Administrator will distribute all settlement proceeds payable after the Effective Date in accordance with the terms set forth in this Agreement.

4. **Responsibility for Employer Taxes:** To the extent that any portion of Settlement Class Members' settlement proceeds constitute wages, Defendant will be separately responsible for the employer-paid portion of any taxes, including the employer-paid portion of FICA, Medicare, FUTA, and SDI contribution, which shall not be paid from the Gross Settlement Amount and shall be funded separately by Defendant. These funds, however, will be sent to, and distributed from, the QSF. Settlement Class Members' portion of taxes will be deducted by the Settlement Administrator and remitted as required by law.

5. **Plaintiff's Service Award:** Defendant will not oppose Plaintiff's application to the Court for a Class Representative Enhancement Payment in the amount of $15,000.00 to Plaintiff to be paid out of the Gross Settlement Amount, in addition to Plaintiff's Individual Settlement Payment, in recognition for Plaintiff's efforts and work in prosecuting the Action on behalf of the Class and in exchange for providing a general release of all claims and waiver of the protections of Civil Code § 1542. The enhancement shall be independent of any other benefits to which Plaintiff may be entitled as a Class Member pursuant to this Agreement. The Settlement Administrator will issue an IRS Form 1099 for the Service Award and Plaintiff will be responsible for correctly characterizing this payment for tax purposes and to pay any taxes owing on said amount. A reduction by the Court of this Service Award is not grounds to void this Agreement.

6. **Attorneys' Fees and Costs:** Class Counsel may apply to the Court for attorneys' fees in the amount of up to thirty-five percent (35%) of the Gross Settlement

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Amount, equal to $122,500.00, which includes out-of-pocket costs and expenses up to $25,000.00 for reimbursement of actual litigation costs, subject to Court approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses as set forth herein, provided that Class Counsel submits a declaration substantiating the amounts,which remains within the discretion of the Court. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs, and expenses. Should Plaintiff and/or Class Counsel request a lesser amount for attorneys' fees and/or the Court approve a lesser amount, the difference between the lesser amount and the maximum attorneys' fees permitted to be sought by the terms of this Paragraph will be added to the Net Settlement Amount. In consideration of their awarded attorneys' fees and expenses, Class Counsel waives all claims to any further attorneys' fees, costs, and expenses in connection with the Action. Class Counsel, however, reserves the right to appeal an Order reducing the fees requested by Class Counsel, though they waive any right to seek fees in connection with that appeal, and Defendant waives any right to oppose said appeal. A reduction by the Court of Class Counsel attorneys' fees, or the rejection of any appeal, is not grounds to void this Agreement.

7. **Settlement Administration Costs:** The Parties agree to pay a Settlement Administrator, which is agreed to as Apex, an independent third party, which was mutually chosen by Class Counsel and Defendant's Counsel, for its fees and expenses related to services rendered in this case in an amount up to $7,690.00 payable from the Gross Settlement Amount. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

8. **PAGA Settlement Amount:** This shall be the amount that the Parties have agreed to pay the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees in connection with the PAGA claim. Subject to Court approval, the Parties agree that the amount of $35,000.00 from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's and Aggrieved Employees' PAGA claims ("PAGA

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Settlement Amount"). Pursuant to the PAGA, sixty-five percent (65%), or $22,750.00, of the PAGA Settlement Amount will be paid to the LWDA ("LWDA Payment"), and thirty-five percent (35%), or $12,250.00 of the PAGA Settlement Amount, will be paid to the Aggrieved Employees ("Aggrieved Employees Payment"). The Aggrieved Employees Payment will be distributed among the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods worked by an individual Aggrieved Employee during the PAGA Period as compared to the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.

9. **Net Settlement Amount:** After deducting Plaintiff's Service Award, Class Counsel's Attorneys' Fees and Costs, the PAGA Settlement Amount, and the Settlement Administration Costs, the balance of the Gross Settlement Amount will constitute the "Net Settlement Amount."

10. **Net Settlement Amount Distribution Formula:** The Net Settlement Amount, currently estimated to be $132,500.00, shall be apportioned to Settlement Class Members as follows: The Settlement Administrator will allocate the Individual Settlement Payments by first dividing the Net Settlement Amount by the total number of workweeks worked by all Class Members during the Class Period. That value will then be multiplied by the number of weeks each respective Class Member worked during the Class Period to arrive at the Individual Settlement Amount for each respective Class Member.

Defendant understands and agrees to provide all data necessary to the Settlement Administrator to perform these calculations in a format that is readily accessible and usable containing the Class Member's name, address, telephone number, Social Security number, the number of weeks each individual worked during the Class Period, and the number of pay periods each individual worked during the PAGA Period ("Class List and Data").

11. **Individual Settlement Payments:** Once all requests for exclusion have been submitted, the Settlement Administrator will allocate the Net Settlement Amount to Settlement Class Members, based upon the afore-mentioned basis.

12. **Classification of the Individual Settlement Payments:** The payments

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to Settlement Class Members will be characterized as 20% wages and 80% penalties and interest. All employer-side payroll taxes shall be paid by Defendant in addition to and separate from the Gross Settlement Amount.

13. **Classification of the Aggrieved Employees Payments:** The payments to Aggrieved Employees will be characterized as 100% penalties.

14. **Circular 230 Disclaimer:** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 C.F.R. PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF

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ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

C. **Process for Approval of Settlement:**

1. **Preliminary Approval:** Class Counsel will move the Court for preliminary approval of the Settlement as soon as practicable as permitted by the Court. Defendant will not oppose said motion brought in accordance with the terms of this Agreement. Class Counsel shall apply for a Preliminary Approval Order that contains the following provisions:

a. Conditionally certifying the Class for settlement purposes only;

b. Preliminarily approving the Agreement under the legal standards relating to the preliminary approval of class action settlements;

c. Approving the form of the Class Notice (as defined below in Paragraph (C)(3)), and finding that the proposed method of

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disseminating the Class Notice is the best notice practicable under the circumstances;

d. Approving Apex as the Settlement Administrator;

e. Establishing the procedures and the deadline by which Class Members may assert objections to the Settlement; and

f. Setting a date for the Final Approval Hearing.

2. **Settlement Administrator:** The Parties agree that the Settlement Administrator shall have the authority to mail the Class Notice, create and administer the Gross Settlement Amount, process requests for exclusion, and disburse sums from the Gross Settlement Amount. The Settlement Administrator must have adequate security to protect the privacy rights of the employees about whom it is receiving information, and to protect the QSF, and must memorialize this in a contract that meets with the approval of the Parties.

3. **Class Notice:** The Parties will jointly draft a Notice of Class Action Settlement ("Class Notice") and submit it to the Court for approval, which shall be attached to this Agreement as Exhibit "A." Class Members will not be required to submit a claim form to participate in the Settlement. The Class Notice will include, non-exclusively, information regarding the nature of the Action, a summary of the substance of the Settlement, the Class definition, the time period for objecting or seeking exclusion, the date for the final approval hearing, and the formula used for the Individual Settlement Payments. The Class Notice shall include the number of workweeks worked during the Class Period, the Class Member's estimated Individual Settlement Payment, the number of pay periods worked during the PAGA Period (if applicable), and the estimated Aggrieved Employees Payment (if applicable). If the number of workweeks worked and/or pay periods worked listed on the form is disputed, the Class Member disputing the information may produce evidence to the Settlement Administrator showing such weeks and/or pay periods he or she contends should be shown on the Class Notice, through the dispute process described in Paragraph III(E), below. The Class Notice shall be made in English and in Spanish.

4. **Provision of Class Member Names to the Settlement Administrator:**

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Within twenty-one (21) calendar days after Preliminary Approval of the Settlement, Defendant shall provide the Settlement Administrator with the Class List and Data, including the data set forth paragraphs III(B)(9) and (10) above. Defendant agrees to provide the Class List and Data in an electronic form that is usable and agreed upon by the Settlement Administrator.

5. **Mailing of Notice:** Within ten (10) days of receipt of the Class List and Data, the Settlement Administrator shall mail the Class Notice to Class Members via first-class regular U.S. Mail. Class Members will have thirty (30) days from the mailing of the Class Notice to submit objections or requests for exclusion.

6. **Class List and Data Confirmation Checks:** Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database information to update and correct for any known or identifiable address changes. If a new address is obtained by way of a returned Class Notice, then the Settlement Administrator shall promptly forward the original Class Notice to the updated address via first-class regular U.S. Mail indicating on the original Class Notice the date of such re-mailing. Where a Class Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a computer/SSN and "skip trace" search via U.S. Postal Service records to obtain an updated address and will perform a single re-mailing. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members, where necessary.

7. **Requests for Exclusions:** The Class Notice shall state that Class Members who wish to exclude themselves from the Class must timely submit a written request for exclusion. Any such request for exclusion must be made in accordance with the terms set forth in the Notice and will be deemed timely only if postmarked on or before thirty (30) days following the initial date of mailing of the Class Notice by the Settlement Administrator ("Exclusion Deadline"). Such request for exclusion must contain the full name, all other names used during employment with Defendant, the last four digits of his/her Social Security number, address, and telephone number of the person requesting exclusion, must be signed by the Class Member, and must be returned by mail to the Settlement Administrator at the

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specified address, and must be postmarked on or before the Exclusion Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Except as stated herein, any Class Member who opts out of the Class by submitting a timely and valid request for exclusion will not be entitled to any recovery under the Agreement and will not be bound by the Agreement or have any right to object or file an appeal. In light of the binding nature of a PAGA judgment on non-party employees, a Class Member who is also an Aggrieved Employee will receive his or her portion of the PAGA Settlement Amount and be bound by the Released PAGA Claims regardless of whether a timely request for exclusion is submitted. Class Members who do not submit a valid and timely request for exclusion shall be bound by all the terms of the Agreement and any final judgment or order in this Class Action. Upon request, the Settlement Administrator shall provide counsel for the Parties with a complete list of all Class Members who have timely submitted a request for exclusion, along with the names and Estimated Individual Settlement Payments of individuals who did not exclude themselves from the Settlement. The Parties agree that they will not encourage any Class Member to seek exclusion.

8. **Objections:** To object to the Settlement, a Class Member should file an objection with the Court, and mail a copy to the Settlement Administrator not later than thirty (30) calendar days after the Class Notice is first mailed. If a Class Member excludes himself/herself from the Class, he/she will have no standing to object to the Settlement. To be timely, all objections must be postmarked no later than thirty (30) days after the initial date of mailing of the Class Notice by the Settlement Administrator ("Objection Deadline"). A written objection must contain the objecting person's full name, current address, telephone number, be signed by the Class Member, and include all objections and the reasons therefore, and include any and all supporting papers if an objector chooses to file such (including, without limitations, all briefs, written evidence, and declarations). Class Members will be notified that a Class Member who desires to object but who fails to comply with the objection procedure set forth herein may have his/her objection rejected by the Court. The Settlement Administrator

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shall send all objections by .pdf to Defendant's Counsel and Class Counsel, who then shall be responsible for filing the objection with the Court. If a Class Member wishes to appear at the Final Approval Hearing and present his or her objection to the Court orally, the objector's written statement must include the objector's statement of intent to appear at the Final Approval Hearing. Class Members will be notified that if a Class Member does not specify in his or her objection that he/she intends to present objections orally at the Final Approval Hearing he/she may not have the right to present objections orally at the Final Approval Hearing. Any Class Member who files an objection remains eligible to participate as a Class Member and receive monetary compensation from the Settlement. At any rate, even if a Class Member does not submit a written objection, he/she may still appear at the Final Approval Hearing and orally present any objections. The Parties agree that they will not encourage any Class Member to object to the terms of the Settlement.

9. **Certification Reports:** The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of members of the Class who have submitted valid requests for exclusion; (b) whether any Class Members have objected; and (c) whether any Class Member has submitted a challenge to the employment dates and/or number of workweeks or pay periods contained in his/her Class Notice. Additionally, the Settlement Administrator will provide counsel for both Parties with any updated reports regarding the administration of the Agreement as needed or requested. Further, the Settlement Administrator shall forward any objections and/or requests for exclusion to the Parties' counsel upon receipt.

10. **Declaration from Settlement Administrator:** Thirty (30) calendar days before the Final Approval Hearing, the Settlement Administrator shall provide to all Parties a declaration under penalty of perjury concerning the following:

a. Confirmation that the Class Notices were mailed and, if applicable, re-mailed pursuant to the terms of this Agreement; and

b. The number of all Class Members who properly and timely

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submitted a request for exclusion;

c. Any additional information requested by the Court.

The Settlement Administrator will provide an updated declaration containing the same information seven (7) calendar days before the Final Approval Hearing.

11. If more than ten percent (10%) of Class Members request exclusion, then Defendant may, in its sole discretion, at any time before final approval of the settlement, elect to void this Settlement Agreement. Defendant must exercise this right of rescission in writing to Class Counsel, within fifteen (15) calendar days after the Settlement Administrator notifies the Parties of the total number of exclusions. If Defendant chooses to rescind the Settlement under this paragraph, it shall be responsible for any costs incurred by the Settlement Administrator up to that point.

D. **Final Approval:**

1. If Defendant does not exercise the right to rescind the Settlement solely as provided for herein, a motion for final approval of the Settlement will be filed by Class Counsel, which will include a request for an award of Plaintiff's Service Award and Class Counsel's Attorneys' Fees and Costs, as provided herein. Plaintiff's Motion, filed in accordance with the terms set forth herein, which Defendant shall not oppose, shall request that the Court enter a Final Approval Order and Judgment as follows:

a. Finding that the dissemination of the Class Notice in the form and manner ordered by the Court was accomplished as directed, met the requirements of due process, was the best notice practicable under the circumstances, and constituted due and sufficient notice to all parties entitled thereto;

b. Finding that Plaintiff and Class Counsel herein have fairly and adequately represented and protected the interests of the Class at all times in the Action;

c. Finally approving the Agreement and the Settlement terms as fair, reasonable and adequate and directing consummation of the

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Agreement in accordance with its terms and provisions;

d. Entering judgment directing the Parties to implement the terms of the Agreement, including, without limitation, the provisions regarding the payment of the Individual Settlement Payments to each Class Member as set forth in this Agreement;

e. Entering judgment defining the Class;

f. Upon payment of settlement funds as set forth in Paragraph III(F) below, Notice of Satisfaction of Judgment shall be entered;

g. Awarding reasonable attorneys' fees, costs and expenses to Class Counsel as provided in Paragraph III(B)(5), and subject to the limitations set forth therein or reserving jurisdiction with respect thereto;

h. Awarding the Service Award to Plaintiff as provided herein, and subject to the limitations set forth therein, or reserving jurisdiction with respect thereto; and

i. Reserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Agreement, over the enforcement, construction, and interpretation of the Judgment, including, but not limited to, the provisions therein enjoining any further litigation of Released Class Claims and Released PAGA Claims as provided below, and over Plaintiff and all Settlement Class Members and Aggrieved Employees (and their attorneys) in connection therewith.

2. If the Court does not grant final approval of the Settlement, or if the Court's final approval of the Settlement is reversed or materially modified on appeal, then the Settlement will become null and void and of no further force and effect, and all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of any and all Parties, and their respective predecessors and successors shall be deemed to have

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reverted to their respective positions in this Action as of the date and time immediately prior to the execution of this Agreement, and except as otherwise expressly provided, the effect shall be the same as if the Agreement was terminated pursuant to Paragraph 5 below.

3. The Parties, including Counsel, will use their best efforts to obtain preliminary and final approval as quickly as possible, and will not encourage any Class Member to opt-out or object to the terms of this Agreement or preliminary and final approval.

4. In the event that any provision of the Settlement is rejected by the Court, the Parties will work in good faith to negotiate alteration of the rejected term. The Parties agree to use the services of a mediator if informal efforts to negotiate alteration have been exhausted.

5. If, following the Parties' good faith efforts and mediation, the Parties cannot agree on alterations, or if ultimately (a) the Court declines to enter the Preliminary Approval Order or to enter the Judgment or any part thereof as provided for therein, or the Parties hereto after good faith efforts and mediation fail to consent to the entry of alternative forms of Judgment, in lieu thereof, or after such consent the Court declines to enter such alternate form of Judgment; or (b) any conditions to the Agreement are not satisfied; or (c) the Court disapproves this Agreement, or any term contained in this Agreement, and such disapproval becomes final by reason of its affirmance on appeal or lapse of time or otherwise; or (d) the Court approves this Agreement, including any amendments hereto, but any such judgment and approval is finally reversed on appeal, then in any such event, this Agreement shall be void and the Preliminary Approval Order and the Final Approval Order and Judgment shall be vacated upon application to the Court. In such event, (a) this Agreement and the Settlement (with the exception of this Paragraph III.D.5) shall be terminated and become void and of no effect; (b) any actions taken or to be taken in connection with this Agreement and the settlement terms shall become null and void and of no effect; (c) this Agreement and the settlement terms and any hearings or proceedings thereunder shall not be referred to or used as evidence for or against any party or Class Member in this or any other action or proceedings; and (d) all proceedings, including discovery, shall resume thirty (30) days thereafter as if this

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Agreement had not been proposed for approval of the Court.

E. **Class Member Disputes:**

1. **Disputes as to Calculation:** If a Class Member disputes the employment dates and/or number of workweeks and/or pay periods listed on the Class Notice, the Class Member may produce evidence to the Settlement Administrator indicating this information is incorrect. Any such disputes will be deemed timely only if postmarked on or before thirty (30) days following the initial date of mailing of the Class Notice by the Settlement Administrator. An individual can only dispute his/her workweeks if he/she does not exclude himself/herself from the Settlement. Defendant's records will be presumed determinative absent evidence to rebut Defendant's records. Class Counsel and Defendant's Counsel shall meet and confer in an attempt to reach an agreement regarding whether an adjustment is warranted based on the documentary evidence submitted by the Class Member to challenge the number of workweeks worked during the Class Period or number of pay periods worked during the PAGA Period. If they cannot agree, the Settlement Administrator shall make the final determination if an adjustment is warranted as to which dates should be applied based on the evidence submitted by the Class Member. All such disputes are to be resolved not later than fourteen (14) calendar days after the Response Deadline.

2. **Expiration of Settlement Checks:** Any checks issued by the Settlement Administrator to Class Members shall be negotiable for not less than one hundred eighty (180) days from issuance. Those funds represented by Settlement Checks remaining un-cashed for more than 180 days after issuance (collectively, "Voided Settlement Checks") will be transmitted to the following *cy pres* recipient: California Rural Legal Assistance, Inc., a non-profit legal service organization created to help California's low-income individuals and communities.

F. **Distribution to Class Members, Plaintiff, and Class Counsel:**

1. **Effective Date:** "Effective Date" means the later of: (a) the day the Final Approval Order and Judgment is entered if no objections are made to the settlement; (b) if any objections are made to settlement, but no appeals are filed, the sixtieth (60th) day after the

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Court enters an order granting final approval of the Joint Stipulation of Class Action Settlement and Release of Claims; (c) if any timely appeals are filed, thirty (30) days after the resolution (or withdrawal) of any such appeal in a way that does not materially alter the terms of the Settlement.

2. **Funding of the Qualified Settlement Fund:**

a. Within seven (7) days of the Effective Date, the Settlement Administrator will provide notice and direct Defendant to pay the Settlement Administrator the total funds required to fully fund the Gross Settlement Amount to an escrow account set up by the Settlement Administrator and authorize the payments due to Plaintiff and Settlement Class Members. Defendant shall further provide its portion of any employer-paid payroll tax obligations as calculated by the Settlement Administrator that are to be paid by Defendant in addition to the Gross Settlement Amount, as set forth in Paragraph III(B)(3) of this Agreement. Within seven (7) calendar days of the Effective Date, Defendant will wire the funds required to fully fund the Gross Settlement Amount plus Defendant's portion of any employer-paid payroll tax obligations as calculated by the Settlement Administrator into a Qualified Settlement Fund ("QSF") set up and controlled by the Settlement Administrator. Payments to the Settlement Class Members, Plaintiff's Service Award, Attorney's Fees and Costs to Class Counsel, PAGA Settlement Amount to the LWDA and Aggrieved Employees, and the Settlement Administration Costs shall be made from the QSF.

b. If the QSF is not funded in accordance with this provision and notice is provided to Defendant's Counsel of the breach, and payment is not made within seven (7) days of notice of the breach, Class Counsel may seek reasonable attorney's fees and costs incurred with any enforcement action taken thereafter.

c. The Settlement Administrator will be solely responsible, under Court supervision, for distributing settlement proceeds including withholding for payroll taxes and income taxes on W-2 wage payments made to Settlement Class Members for the amounts to be paid as W-2 wages; complying with the reporting and payment obligations imposed by applicable provisions of federal, state, or local law imposing tax on the Fund. All Settlement

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Administration Costs will be borne out of the Gross Settlement Amount; Defendant has no separate obligation to fund costs of administration. The Settlement Administrator shall furnish to Defendant all copies of all Forms W-2, 1099, or other tax reporting forms provided by the QSF to any payee of the Gross Settlement Amount within thirty (30) days after each such form has been furnished to the payee shown thereon.

3. **Distribution to Class Counsel:** The total amount of attorneys' fees and costs due to Class Counsel shall be due and payable no later than fourteen (14) days after receipt by the Settlement Administrator of the QSF. In no event will the disposition of the attorneys' fees and costs awarded to Class Counsel delay the administration or completion of the settlement administration process.

4. **Distribution of Plaintiff's Service Award:** Within fourteen (14) days after receipt by the Settlement Administrator of the QSF, the Settlement Administrator shall pay to Plaintiff the amount of the Court-approved Service Award from the QSF. Plaintiff shall also be eligible to receive an Individual Settlement Payment as a Settlement Class Member pursuant to the procedures set forth in this agreement, in addition to the Service Award he receives as Class Representative. The Service Award shall not be taxed as wages. The Settlement Administrator will issue a 1099 form to the Plaintiff in connection with the Service Award.

5. **Distribution to Settlement Class Members:** Within fourteen (14) calendar days after receipt by the Settlement Administrator of the QSF, the Settlement Administrator will make payments to Settlement Class Members out of the QSF as required by the Final Approval Order, less any required payroll withholdings. The Settlement Administrator will pay the withheld funds over to the applicable governmental authorities, and the Settlement Administrator will issue the appropriate 1099s and W-2s. The Settlement Administrator shall mail payments to Settlement Class Members by first-class mail. The checks shall indicate on their face that they are void if not negotiated within one hundred eighty (180) days of issuance, and after such time the Settlement Class Member's check will be deemed void and of no further force and effect. The Settlement Administrator shall be

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required to indemnify Defendant and Class Counsel for any failure to perform the foregoing duties.

G. **Release of Claims:**

1. **General Release and Waiver of Civil Code § 1542 by Plaintiff:** Upon the Effective Date and complete funding of the Gross Settlement Amount, and as a condition to obtaining the Service Award provided for herein, Plaintiff does hereby fully, finally, and forever release and discharge Defendant and the Released Parties from the Released Class Claims and Released PAGA Claims, and also agrees to a general release of any and all claims against Defendant, which shall include without limitation any and all claims which in any way relate to his employment with Defendant, under state or federal law, in tort, common law, statute, contract, or equity, whether pled in the Action or not, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order, now existing or arising in the future, based on any act, omission, event, occurrence, or non-occurrence until execution of this Agreement. Plaintiff further expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

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

2. **Release by Settlement Class Members:** Upon the Effective Date and complete funding of the Gross Settlement Amount, for and in consideration of the mutual promises, terms, and conditions by and between the Settlement Class Members and Defendant set forth herein, the Settlement Class Members do hereby fully, finally, and forever release and discharge Defendant and the Released Parties from the Released Class Claims that arose during the Class Period.

3. **Release by Aggrieved Employees:** Upon the Effective Date and complete funding of the Gross Settlement Amount, the Aggrieved Employees fully release

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and forever discharge Defendant and the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

4. **Identity of Releasing Parties:** The Class Members, other than those who file valid and timely request for exclusion accepted by the Settlement Administrator, shall be deemed to be within the Class for all purposes under this Agreement, shall be bound by the terms and conditions of this Agreement, including all orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and oppositions to the fairness, reasonableness, and adequacy of this Agreement, and any of its terms and will pursuant to the terms of this Agreement release and discharge Defendant.

5. **No Admissions:** The Parties understand and agree that this Agreement is the result of a good faith compromise settlement of disputed claims, and no part of this Agreement or any conduct or written or oral statements made in connection with this Agreement, whether or not the Agreement is finally approved and/or consummated, may be offered as or construed to be an admission or concession of any kind by Defendant. In particular, but without limiting the generality of the foregoing, nothing about this Agreement shall be offered or construed as an admission that Defendant violated the Labor Code as to its non-exempt California employees. Likewise, nothing about this Agreement shall be offered or construed as an admission that Defendant engaged in any wrongdoing, impropriety, breach of responsibility, or fault. Similarly, nothing about this Agreement shall be construed as or deemed to be evidence of, or an admission or concession that the Plaintiff or any Class Member has suffered any damage. In addition, this Agreement shall not be offered to be admissible in evidence against Defendant, except in an action or proceeding brought by or against Plaintiff, Class Members, or Defendant to enforce the Agreement's terms, or by Defendant in defense of any claims brought by Plaintiff, Class Members, or any member of the general public.

6. **Confidentiality Prior to Preliminary Approval:** The Parties and their attorneys will keep this Agreement confidential until the filing of the Motion for Preliminary Approval. Thereafter, the Parties and their counsel agree that they will not issue any press releases, or initiate any contact with the press, about the fact, amount or terms of the

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settlement. Notwithstanding the above, nothing in this paragraph and/or the confidentiality obligations stated herein, shall be construed to interfere with Class Counsel's communications with Class Members or limit Class Counsel from complying with ethical obligations under the Agreement, nor will it preclude Class Counsel from referring to the settlement in any future Court filings (whether in this case or in other proceedings) in support of its qualifications as counsel. The Parties may also make public statements to the Court as necessary to obtain approval of the settlement.

H. **Additional Terms:**

1. **Fair, Adequate, and Reasonable Settlement:** The Parties agree that the Settlement is fair and reasonable and will so represent to the Court.

2. **Class Certification for Settlement Purposes Only:** The Parties agree that the motion for preliminary approval seeks, *inter alia*, certification of a Class for purposes of the Settlement only. The Parties further agree that certification of the extended time period for the Certified Class for purposes of the Settlement is in no way an admission by Defendant that class certification is appropriate.

3. **Extension of Time:** Without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Agreement.

4. **Construction:** This Agreement was entered into after substantial good faith, arm's-length negotiations between the Parties' counsel. This Agreement is entered into freely and voluntarily only after each Party has carefully read and reviewed it with counsel, and it reflects the conclusion of each Party that this Agreement and the Judgment and the releases, waivers, and covenants contemplated hereby are in the best interest of said Party. This Agreement has been entered into without any coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Agreement so that it shall not be deemed to have been prepared or drafted by one party or another. All Parties waive the provisions of California Civil Code § 1654, which provides, in pertinent part, that "the language of a contract should be interpreted most strongly against the party who caused

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the uncertainty to exist." Except as expressly provided herein, this Agreement is not intended to confer any rights or remedies upon any person other than the Parties.

5. **Due Authority of Attorneys:** Each of the attorneys executing this Agreement on behalf of one or more Parties hereto warrants and represents that he or she has been duly authorized and empowered to execute this Agreement on behalf of each such respective party and to bind them to the terms hereof.

6. **Entire Agreement:** This Agreement sets forth the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other agreement, covenant, representation, inducement, promise, or statement relating to the subjects covered herein not set forth in writing in this Agreement, shall be valid or binding.

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

8. **Modification or Amendment:** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

9. **Deadlines Falling on Weekends or Holidays:** To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

10. **Successors:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto (including members of the Class) and their respective heirs, executors, administrators, successors, and assigns, and upon any corporation, partnership, or

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other entity into or with which any Party hereto may merge, combine, or consolidate. As used in the preceding sentence and elsewhere throughout this Agreement, "including" shall mean including without limitation.

11. **Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

12. **Counterparts:** This Agreement may be executed in counterparts and by DocuSign, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile or electronic transmission of the signatures of the Parties or their representatives shall be binding on the Parties.

13. **Waivers:** The waiver by any party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous of this Agreement.

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

15. **Plaintiff's Agreement to Be Bound:** By signing this Agreement, Plaintiff agrees to be bound by the terms herein.

16. **Governing Law:** This Agreement will in all respects be interpreted, enforced, and governed by and under the laws of the State of California, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law will govern.

17. **Continuing Jurisdiction:** The Court will have continuing jurisdiction over the Action for the purposes of implementing the Agreement, the Final Approval of the Settlement, entry of Judgment, and post-judgment issues, until all related matters are fully

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resolved. Except as provided in Paragraph III(E), above, any dispute regarding the Parties' obligations pursuant to this Agreement and/or interpretation of the terms of this Agreement will be presented by written motion to, and resolved by, the Court.

18. **Regulation:** In the event that any provision in this Agreement shall be affected by any rule, regulation, ordinance, order, directive, or statute of any unit of government, whether state, federal, or local, such rule, regulation, ordinance, order, directive, or statute shall supersede and take precedence over any such provision of this Agreement to the contrary and in no event shall Defendant be in violation of this Agreement nor shall this Agreement be in any way affected should Defendant take any action or change any of its business practices to comply with such state, federal or local rules, regulations, ordinances, or statutes currently in force or enacted in the future.

19. **Headings:** The headings contained in this Agreement are for convenience and reference purposes only, and shall not be given weight in its construction.

20. **Notices:** Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Agreement, other than notice to the Class or Class Members, shall be in writing and, except as provided elsewhere in this Agreement or in any communication to the Class, shall be delivered personally, via overnight delivery, or via postage pre-paid first class mail, as follows: (1) to Plaintiff, the Class, and Class Counsel to the attention of B. James Fitzpatrick and Alison L. Baker of Fitzpatrick & Swanston, 555 S. Main Street, Salinas, California 93901, and Larry W. Lee and Max W. Gavron of Diversity Law Group, 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071; and (2) to Defendant's Counsel to the attention of Corinne D. Spencer and Jonathan J. Brown of Pearlman, Brown & Wax, L.L.P., 15910 Ventura Blvd., 18th Floor, Encino, California 91436. By written notice given in accordance herewith, each Party may modify or change the addressee and/or address of any person identified above or pursuant hereto as the person or persons to whom all future notices shall be sent.

21. **Signatures of Plaintiff and Counsel for the Parties:** Plaintiff and counsel for the Parties indicate by signing below their approval of the form of this Agreement,

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and, in the case of counsel for Plaintiff and the Class, their representation and warranty of authority to bind the Class as certified and the Class described herein (subject to the final approval of the Court) and their acceptance of the provisions regarding attorneys' fees.

22. **Binding Agreement:** The Parties intend that this Settlement Agreement shall be fully enforceable and binding up on all Parties, and that shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law.

Dated: July __, 2026
07/30/2026

Firmado por:
8DAB1906AB308F0...
PLAINTIFF MIGUEL VEGA

Dated: July __, 2026
Aug-07-2026 | 10:17:45 PDT

DocuSigned by:
71EEB8805E844E9...
DEFENDANT TRICAL, INC.
PRINT NAME: Kent Vargas
TITLE: Chief Operating Officer

Dated: July 30, 2026

FITZPATRICK & SWANSTON

B. JAMES FITZPATRICK
ATTORNEYS FOR PLAINTIFF MIGUEL VEGA AND THE CLASS

Dated: July 31, 2026

DIVERSITY LAW GROUP, P.C.

LARRY W. LEE
ATTORNEYS FOR PLAINTIFF MIGUEL VEGA AND THE CLASS

Dated: ~~July __, 2026~~
August 7, 2026

PEARLMAN, BROWN & WAX, L.L.P.

CORINNE D. SPENCER
ATTORNEYS FOR DEFENDANT TRICAL, INC.

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EXHIBIT A

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Miguel Vega v. TriCal, Inc.
San Benito Superior Court Case No. CU-25-00181

NOTICE OF CLASS ACTION SETTLEMENT ("NOTICE")

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT EMPLOYEE WHO WORKED FOR TRICAL, INC. IN THE STATE OF CALIFORNIA FROM JUNE 10, 2021, TO _____, 2026, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The San Benito County Superior Court ("Court") authorized this Notice to be sent by _____ ("Settlement Administrator"). This is not an advertisement. This is not a solicitation from a lawyer.

DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

«BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY $«MERGED_EstSettAmnt_CALC» THROUGH THIS CLASS ACTION SETTLEMENT

- A former employee, Miguel Vega ("Plaintiff"), has sued Defendant TriCal, Inc. ("Defendant") on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
You Can DO NOTHING	**You will receive a payment from the settlement.** If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT **(Deadline: _____, 2026)**	**If you ask to be excluded from the settlement, you will get no payment from the class portion of the settlement,** but you will **keep** any rights to sue Defendant separately for the same legal claims made in this lawsuit except for claims seeking penalties based on the PAGA (*see* Released PAGA Claims below). **Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.**

QUESTIONS? CALL TOLL FREE 1-800-_____

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	However, if you are an "Aggrieved Employee" (defined below) you will still receive a portion of the PAGA penalties even if you exclude yourself.
You Can OBJECT TO THE SETTLEMENT **(Deadline: _____, 2026)**	If you believe that the settlement is unfair, inadequate, or unreasonable, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. **Important: If you object to the settlement, you cannot also ask to be excluded.**

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What Is This Lawsuit About?

In the lawsuit, Plaintiff claimed that Defendant: (1) failed to provide off-duty meal periods or pay premiums at the regular rate of pay; (2) failed to provide off-duty rest periods or pay premiums at the regular rate of pay; (3) failed to pay overtime wages for all hours worked at the correct regular rate of pay; (4) failed to provide accurate itemized wage statements and keep accurate records; (5) failed to timely pay wages when due and upon separation of employment; (6) failed to reimburse work-related expenses; (7) owes penalties pursuant to the Private Attorneys General Act, Labor Code § 2698, *et seq*. (the "PAGA"); and engaged in unfair business practices. Defendant denies the allegations in the lawsuit and denies that it has engaged in any wrongdoing. Further, Defendant does not believe that a class action is appropriate and that it violated the Labor Code in any respect.

3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Miguel Vega), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The San Benito County Superior Court is in charge of the case and has to approve this settlement.

4. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes that he could have won at trial. Defendant believes that Plaintiff would not have won anything. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys for both Plaintiff and Defendant think the settlement is in the best interests of class members.

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5. How Do I Know If I Am Part Of The Settlement?

The Court has decided that the following individuals are class members: all persons who work or worked for Defendant as non-exempt employees in the State of California at any time during the Class Period ("Class" or "Class Member"). The Class Period is defined as any time from June 10, 2021, through _____.

6. What Does The Settlement Provide?

The proposed settlement provides for a cash payment by Defendant of $350,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the "Gross Settlement Amount"). The total amount to be distributed to class members who can be located and who do not exclude themselves from the settlement will be the value of the Gross Settlement Amount after deducting the following (the "Net Settlement Amount"): (a) settlement administration costs not to exceed $7,690.00; (b) a service award to Plaintiff not to exceed $15,000.00 for his work and efforts in prosecuting this case, giving a more comprehensive release of claims, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel's attorneys' fees not to exceed $122,500.00, which includes Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed $25,000.00; and (d) payment of $35,000.00 for penalties under the Private Attorneys General Act, of which 65%, or $22,750.00, will be paid to the California Labor and Workforce Development Agency and 35%, or $12,250.00, will be allocated to Aggrieved Employees as part of the Net Settlement Amount. **Class Counsel's attorneys' fees and costs and Named Plaintiff's service award remain subject to Court approval.**

By statute, the California Labor and Workforce Development Agency ("LWDA") will receive sixty-five percent (65%) of the PAGA penalties ("PAGA Settlement Amount") – *i.e.*, the amount of $22,750.00. Aggrieved Employees will receive a *pro rata* share of the remaining thirty-five percent (35%) of the PAGA Settlement Amount – *i.e.*, the amount of $12,250.00 – based on the number of pay periods worked during the PAGA Period.

Aggrieved Employees are "all persons who worked for Defendant as non-exempt employees in the State of California at any time during the PAGA Period." The PAGA Period is defined as any time from May 2, 2024, through _____.

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances. Instead, any unclaimed funds will be transferred to the California Rural Legal Assistance, a non-profit legal service organization created to help California's low-income individuals and communities.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of workweeks that you worked during the Class Period. The workweeks worked by all Class Members will be added up ("Workweek Total"). Then, the number of such workweeks you worked will be divided by the Workweek Total and multiplied against the Net Settlement Amount, which will result in your approximate payment amount. Your settlement payment will be allocated as follows for tax purposes: 20% as wages subject to withholdings and payroll deductions and reported on an IRS Form W2; and 80% as penalties and interest. The interest and penalties are not subject to withholdings and will be reported on an IRS Form 1099.

8. How Do I Get A Payment?

To qualify for payment, you do not need to do anything. The Settlement Administrator will mail you a check approximately 60 -90 days after the Court enters a judgment based on this settlement, but possibly later depending

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on whether there is any appeal of the judgment entered by the Court.

9. What If You Believe The Information Is Inaccurate?

If you believe the number of workweeks you worked during the Class Period is inaccurate, you may dispute it by sending a letter to ******** [ADMINISTRATOR'S ADDRESS] no later than _____, 2026. Be sure to include your name, address, telephone number, last four digits of your Social Security number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims arising during the Class Period that are based on the facts alleged by Named Plaintiff in the lawsuit. Specifically, you will be giving up or "releasing" the claims described below:

Released Class Claims: After the Court has approved the settlement, each class member who has not submitted a timely and valid request to be excluded from the settlement will be bound by the approval and judgment, and will thereby release the Released Parties from the Released Class Claims that arose during the Class Period. The Released Class Claims are any and all class claims arising out of the facts alleged, or which could have reasonably been alleged, based on the facts in the Complaint in the Action occurring during the Class Period.

The Released Parties are: Defendant and each of its parent companies, including TriCal Soil Solutions, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, and any past, present or future officers, directors and employees, predecessors, successors, consultants, representatives, and assigns.

In light of the binding nature of a PAGA judgment on non-party employees, if you are an Aggrieved Employee, you will receive your portion of the PAGA Settlement Amount and be bound by the Released PAGA Claims regardless of whether or not you submit a timely Request for Exclusion.

Released PAGA Claims: After the Court has approved the settlement, Aggrieved Employees will release the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Released PAGA Claims are any and all representative claims for penalties under the PAGA arising out of the facts alleged, or which could have reasonably been alleged, based on the facts in the Complaint in the Action occurring during the PAGA Period.

11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Vega v. TriCal* settlement.

Be sure to include your name (including all names used during your employment with Defendant), address, telephone number, last four digits of your Social Security number, and your signature. You must mail your exclusion letter postmarked no later than _____, 2026, to the Settlement Administrator at *****. If you submit a timely and valid "opt-out" request, you will no longer be a member of the class and you will not receive any money from the settlement (except for the portion of the PAGA Settlement Amount, if applicable), or be able to object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. You will

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keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense.

12. If I Don't Exclude Myself, Can I Sue Defendant Or Get Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is _____, 2026. Again, if you exclude yourself from this settlement, you will not receive an individual class payment. However, you will still receive your portion of the PAGA Settlement Amount (if applicable).

13. How Do I Object To The Settlement If I Believe It Is Unfair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair, or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

You must object to the proposed settlement in writing. You may also appear at the final approval hearing for the settlement (*see* section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense, regardless of whether you submitted a timely written objection to the Settlement Administrator.

All objections must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than _____, 2026, to the Settlement Administrator at *****.

14. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you think the settlement is unfair, inadequate, or unreasonable. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court. If the Court approves the settlement and you are an Aggrieved Employee, you will receive your portion of the PAGA Settlement Amount regardless of whether you object or exclude yourself.

15. Do I Have A Lawyer In This Case?

The Court decided that the law firms of Fitzpatrick & Swanston and Diversity Law Group, P.C., both of which represent the Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiff and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to $122,500.00 in attorneys' fees, which includesr actual litigation costs incurred up to a maximum

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of $25,000.00, supported by declaration and the actual amount of which will be determined by the Court at the final approval hearing (*see* section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you must make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for Plaintiff up to $15,000.00 will be paid from the Gross Settlement Amount for Plaintiff's work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice Of Hearing On Final Approval And Objections To Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable _____, on _____, 2026, at ____ a.m., in Department 1 of the Superior Court of California for the County of San Benito, located at 450 Fourth Street, Hollister, CA 95023, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all class members who have not requested exclusion will be deemed to have waived the Released Class Claims set forth above.

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 contacting Class Counsel.

19. What Is The Contact Information For The Court, Class Counsel, And Defendant's Counsel?

The addresses for the Court and Class Counsel are as follows:

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COURT	CLASS COUNSEL
Clerk of Court San Benito County Superior Court 450 Fourth Street Hollister, CA 95023	FITZPATRICK & SWANSTON B. James Fitzpatrick Alison L. Baker 555 S. Main Street Salinas, CA 93901 Telephone: (831) 755-1311 Facsimile: (831) 755-1319 DIVERSITY LAW GROUP, P.C. Larry W. Lee Max W. Gavron 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555 Fax: (213) 488-6554

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Vega v. TriCal, Inc.
c/o _____
Address
City, CA, Zip
Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT 2