

- 1.7. “Class Counsel” means Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, and Jorge A. Flores of Moss Bollinger LLP, who are counsel for and acting on behalf of Plaintiff, Class, and Aggrieved Employees.
- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.9. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, number of Class Period Workweeks and PAGA Pay Periods, number of Class Period Workweeks the Class Member worked as a fieldworker, number of Class Period Workweeks the Class Member worked as a packer, and the number of season layoffs the Class Member experienced during the period of October 23, 2016 through January 29, 2023.
- 1.10. “Class Distribution Fund” means the Net Settlement Amount less the amount allocated to the PAGA Penalties.
- 1.11. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.12. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.13. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish

1 in the form, without material variation, attached as **Exhibit A** and incorporated
2 by reference into this Agreement. “PAGA” means the Private Attorneys
3 General Act of 2004, California Labor Code §§ 2698.

4 1.14. “Class Period” means the period from October 23, 2015 through January 29,
5 2023.

6 1.15. “Class Representative” means Leticia Pineda, the named Plaintiff in the
7 operative complaint in the Action seeking Court or Arbitrator approval to serve
8 as a Class Representative.

9 1.16. “Class Representative Service Payment” means the payment to the Class
10 Representative for initiating the Action and providing services in support of the
11 Action.

12 1.17. “Court” means the Superior Court of California, County of Tulare or County of
13 Kings, to which the Parties agree to submit the Arbitrator’s orders granting
14 approval of the Settlement and the Arbitrator’s judgement to be confirmed by
15 the Court.

16 1.18. “Defense Counsel” means Thomas E. Campagne of the Law Firm of
17 Campagne & Campagne.

18 1.19. “Effective Date” means later of (i) the Judgment of the Court granting final
19 approval of the settlement is final and no longer subject to appeal, if there are
20 objections, or (ii) 20 days after Notice is provided by Plaintiff to Defendants
21 that the Court entered the order on final approval of the settlement, if there are
22 no objections.

23 1.20. “Final Approval” means the Court’s order granting the request for final
24 approval of the Settlement and that the Court enter judgment and retain
25 jurisdiction with respect to the interpretation, implementation, and enforcement
26 of the terms of this Agreement.

27 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
28 Approval of the Settlement.

1 1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting the
2 request for Final Approval of the Settlement and that the Court enter judgment
3 and retain jurisdiction with respect to the interpretation, implementation, and
4 enforcement of the terms of this Agreement.

5 1.23. “Gross Settlement Amount” means Two Million Five Hundred Thousand
6 Dollars (\$2,500,000.00) which is the total amount Defendants agree to pay
7 under the Settlement except as provided in Paragraph 4.3 below. The Gross
8 Settlement Amount will be used to pay Individual Class Payments, Individual
9 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class
10 Counsel Litigation Expenses, Class Representative Service Payment and the
11 Administrator’s Expenses.

12 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata
13 share of the Net Settlement Amount calculated according to the formula set
14 forth in Paragraph 3.2.4 below.

15 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share
16 of 25% of the PAGA Penalties calculated according to the number of pay
17 periods worked during the PAGA Period.

18 1.26. “Judgment” means the Arbitrator’s judgment entered or confirmed by the Court
19 based upon the Final Approval.

20 1.27. “LWDA” means the California Labor and Workforce Development Agency,
21 the agency entitled, under Labor Code section 2699, subd. (i).

22 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
23 LWDA under Labor Code section 2699, subd. (i).

24 1.29. “Net Settlement Amount” means the Gross Settlement Amount less proposed
25 Class Counsel Fees Payment, Class Counsel Litigation Expenses, Class
26 Representative Service Payment, Individual PAGA Payments, the LWDA
27 PAGA Payment and Administrator’s Expenses Payment.
28

- 1 1.30. “Non-Participating Class Member” means any Class Member who opts out of
2 the Settlement by sending the Administrator a valid and timely Request for
3 Exclusion.
- 4 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved
5 Employee worked for Defendants for at least one day during the PAGA Period.
- 6 1.32. “PAGA Period” means the period from October 21, 2018 through January 29,
7 2023.
- 8 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et
9 seq.).
- 10 1.34. “PAGA Notice” means Plaintiff’s July 29, 2020 letter, and September 9, 2022
11 amended letter to Defendants and the LWDA providing notice pursuant to
12 Labor Code section 2699.3, subd.(a).
- 13 1.35. “PAGA Penalties” or “PAGA Settlement” means the total PAGA civil penalties
14 to be paid from the Gross Settlement Amount. The PAGA Penalties allocation
15 will be \$50,000.00 of the Gross Settlement amount, 25% (\$12,500.00) of which
16 will be distributed to the Aggrieved Employees and 75% (\$37,500.00) will be
17 distributed to the LWDA in settlement of the PAGA claims.
- 18 1.36. “Participating Class Member” or “Verified Class Member” means a Class
19 Member who does not submit a valid and timely Request for Exclusion from
20 the Settlement.
- 21 1.37. “Plaintiff” means Leticia Pineda, the named plaintiff in the Action.
- 22 1.38. “Preliminary Approval” means the Court’s or Arbitrator’s Order Granting
23 Preliminary Approval of the Settlement.
- 24 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary
25 Approval and Approval of PAGA Settlement.
- 26 1.40. “Released Class Claims” means the claims being released as described in
27 Paragraph 5.2 below.
- 28

- 1 1.41. “Released PAGA Claims” means the claims being released as described in
2 Paragraph 5.3 below.
- 3 1.42. “Released Parties” means: Defendants Sun Valley Packing, LP and Valle Del
4 Sol Jones, LLC, their officers, partners, shareholders, directors, agents,
5 employees, members, supervisors, attorneys, accountants, insurers, affiliated
6 companies, and each of them.
- 7 1.43. “Request for Exclusion” means a Class Member’s valid and timely submission
8 of a written request to be excluded from the Class Settlement signed by the
9 Class Member. Class Members cannot opt out of the PAGA Settlement.
- 10 1.44. “Response Deadline” means forty-five (45) calendar days from the mailing of
11 the Class Notice within which to complete and postmark a written request for
12 exclusion, for return to the Settlement Administrator.
- 13 1.45. “Settlement” means the disposition of the Action effected by this Agreement
14 and the Judgment.
- 15 1.46. “Workweek” means any week during which a Class Member worked for
16 Defendants for at least one day, during the Class Period.

17 **2. RECITALS.**

18 2.1. On October 21, 2019, Plaintiff sent a certified letter to the LWDA and
19 Defendants alleging the following violations: (1) for civil penalties under the
20 California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.)
21 (“PAGA”); (2) failure to pay overtime wages; and (3) failure to pay all wages
22 upon cessation of employment. On October 23, 2019, Plaintiff commenced this
23 Action by filing a class action Complaint in Fresno County Superior Court,
24 Case No.:19CECG03846, alleging the following violations: (1) failure to pay
25 overtime wages; (2) failure to provide meal periods; (3) failure to pay timely
26 wages upon cessation of employment; (4) failure to furnish accurate itemized
27 wage statements; and (5) unfair competition. On December 27, 2019, following
28 the expiration of the 65-day notice period under PAGA, Plaintiff filed the First

1 Amended Complaint alleging the same class action causes of action against
2 Defendants and adding a claim for civil penalties under Labor Code § 2698, et
3 seq. The First Amended Complaint is the operative complaint in the Action (the
4 “Operative Complaint”). Defendants deny the allegations in the Operative
5 Complaint, deny any failure to comply with the laws identified in the Operative
6 Complaint and deny any and all liability for the causes of action alleged.

7 2.2. On January 31, 2020, Defendant removed the Action to the U.S. District Court
8 for the Eastern District of California, Case No. 1:20-cv-00169. Thereafter,
9 Defendant filed a motion to compel arbitration pursuant to an arbitration
10 agreement entered into by the Parties and filed a cross-complaint against
11 Plaintiff and the State of California for injunctive and declaratory relief
12 regarding the unconstitutionality of PAGA. Plaintiff opposed the motion to
13 compel arbitration and filed a motion to dismiss Defendant’s cross-complaint.
14 Nearly two years after the Parties filed their respective motions, the District
15 Court denied Defendant’s motion to compel arbitration and granted Plaintiff’s
16 motion to dismiss the cross-complaint. Defendant appealed the Court’s ruling
17 on arbitration. The Parties stayed the appeal pending this Settlement.

18 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
19 notice to Defendants and the LWDA by sending the PAGA Notice.

20 2.4. The Parties participated in two days of mediation on November 8 and 30, 2022,
21 presided over by mediator Hon. Judge Howard Broadman (ret.). At the end of
22 the second day of mediation, Plaintiff made a final settlement offer to
23 Defendants, which was recommended by Judge Broadman. In the weeks
24 following mediation, after further consultation with Judge Broadman,
25 Defendants accepted Plaintiff’s settlement offer, resulting in this Agreement.

26 2.5. Prior to mediation, Defendants provided informal discovery and information
27 that Plaintiff and his counsel needed to evaluate the class and PAGA claims,
28 including Defendants’ a sampling of time cards payroll records of class

1 members, dates of employment for the Class and Aggrieved Employees, and
2 relevant policies, including department-specific information (i.e., fieldworkers
3 vs. packing house workers) for Defendants’ operations. Plaintiff’s counsel also
4 interviewed a number of class members. Plaintiff’s investigation was sufficient
5 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail,*
6 *Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
7 (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

8 2.6. The Court has not yet granted class certification. For settlement purposes only,
9 the Parties agree that the Class, as defined in Paragraph 1.6 herein, may be
10 certified in the Action. The Parties are not certifying any PAGA claims. In
11 support of this Agreement, Plaintiff will request that the Court or Arbitrator
12 certify for settlement purposes only the Class as to all non-PAGA claims that
13 have been asserted, which Defendants shall not oppose or object to.

14 **3. MONETARY TERMS.**

15 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.3
16 below, Defendants promise to pay Two Million Five Hundred Thousand
17 Dollars (\$2,500,000.00) as the Gross Settlement Amount. The Gross
18 Settlement Amount was agreed to by the Parties based on the estimate that Class
19 Members worked a total of 180,000 Workweeks during the Class Period. If the
20 actual total number of Workweeks is 15% greater than 180,000 workweeks (i.e.,
21 there are more than 27,000 additional Workweeks or 207,000 total
22 Workweeks), then the Gross Settlement Amount shall be increased
23 proportionately for each additional workweek above the 15% buffer (the
24 “Escalation Clause”). (If the Gross Settlement Amount increases pursuant to
25 the Escalation Clause, then the requested Class Counsel Fees Payment which is
26 a percentage of the Gross Settlement Amount, shall also increase
27 proportionately.) In no event shall Defendants be liable for the payment of any
28 amounts exceeding the Gross Settlement Amount described herein with the

1 exception of the employer's share of payroll taxes. Specifically, all employer
2 payroll taxes owed on the Wage Portions of the Individual Class Payments.
3 Defendants have no obligation to pay the Gross Settlement Amount (or any
4 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement.
5 The Administrator will disburse the entire Gross Settlement Amount without
6 asking or requiring Participating Class Members or Aggrieved Employees to
7 submit any claim as a condition of payment. None of the Gross Settlement
8 Amount will revert to Defendants.

9 3.2. Payments from the Gross Settlement Amount. The Administrator will make
10 and deduct the following payments from the Gross Settlement Amount, in the
11 amounts specified by the Court or Arbitrator in the Final Approval Order:

12 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
13 Representative of not more than Ten Thousand Dollars (\$10,000) (in
14 addition to any Individual Class Payment and any Individual PAGA
15 Payment the Class Representative is entitled to receive as a Participating
16 Class Member). Defendants will not oppose Plaintiff's request for a
17 Class Representative Service Payment that does not exceed this amount.
18 As part of the motion for Class Counsel Fees Payment and Class
19 Litigation Expenses Payment, Plaintiff will seek Court or Arbitrator
20 approval for any Class Representative Service Payments no later than
21 sixteen (16) court days prior to the Final Approval Hearing. If the Court
22 or Arbitrator approves a Class Representative Service Payment less than
23 the amount requested, the Administrator will retain the remainder in the
24 Net Settlement Amount. The Administrator will pay the Class
25 Representative Service Payment using IRS Form 1099. Plaintiff
26 assumes full responsibility and liability for employee taxes owed on the
27 Class Representative Service Payment.
28

1 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
2 40% of the Gross Settlement Amount, which is currently estimated to
3 be \$1,000,000 and a Class Counsel Litigation Expenses Payment of
4 actual and reasonable litigation expenses. Defendants will not oppose
5 requests for these payments provided that they do not exceed these
6 amounts. Plaintiff and/or Class Counsel will file a motion for Class
7 Counsel Fees Payment and Class Litigation Expenses Payment no later
8 than sixteen (16) court days prior to the Final Approval Hearing. If the
9 Court or Arbitrator approves a Class Counsel Fees Payment and/or a
10 Class Counsel Litigation Expenses Payment less than the amounts
11 requested, the Administrator will allocate the remainder to the Net
12 Settlement Amount. Released Parties shall have no liability to Class
13 Counsel or any other Plaintiff's Counsel arising from any claim to any
14 portion any Class Counsel Fee Payment and/or Class Counsel Litigation
15 Expenses Payment. The Administrator will pay the Class Counsel Fees
16 Payment and Class Counsel Expenses Payment using one or more IRS
17 1099 Forms. Class Counsel assumes full responsibility and liability for
18 taxes owed on the Class Counsel Fees Payment and the Class Counsel
19 Litigation Expenses Payment and holds Defendants harmless, and
20 indemnifies Defendants, from any dispute or controversy regarding any
21 division or sharing of any of these Payments.

22 3.2.3. To the Administrator: An Administrator Expenses Payment not to
23 exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500) based
24 on 5,718 class members except for a showing of good cause and as
25 approved by the Court or Arbitrator. To the extent the Administration
26 Expenses are less or the Court approves payment less than Thirty-Seven
27 Thousand Five Hundred Dollars (\$37,500), the Administrator will retain
28 the remainder in the Net Settlement Amount.

1 3.2.4. To Each Participating Class Member: Each Participating Class Member
2 will receive an Individual Class Payment from the Class Distribution
3 Fund calculated according to the following formula:

4 3.2.4.1. The Administrator shall add together all Workweeks worked by
5 Class Members during the Class Period (excluding those worked
6 by Non-Participating Class Members) to determine the
7 “Participating Class’s Total Weeks.”

8 3.2.4.2. For each Workweek worked by a Participating Class Member
9 during the Class Period, the Participating Class Member will
10 receive one (1) “Net Settlement Share”.

11 3.2.4.3. Each Participating Class Member who received a bonus will
12 receive an additional five (5) “Net Settlement Shares” to reflect
13 their potential claims arising from failure to factor bonuses into
14 the regular rate of pay for overtime.

15 3.2.4.4. For every Workweek worked by a Participating Class Member
16 during the period of October 23, 2018 through January 29,
17 2023, the Participating Class Member will receive one
18 additional (1) “Net Settlement Share” to reflect their potential
19 claims for inaccurate wage statement penalties.

20 3.2.4.5. For every season a Participating Class Member worked between
21 October 23, 2016 through January 29, 2023, the Participating
22 Class Member will receive an additional five (5) “Net
23 Settlement Shares” to reflect their potential claim for waiting
24 time penalties due to seasonal layoffs.

25 3.2.4.6. The Administrator shall then divide each Participating Class
26 Member’s total Net Settlement Shares by the Participating
27 Class's Total Weeks in order to determine the “Percentage
28 Share” of each Participating Class Member.

1 3.2.4.7. Each Participating Class Member shall be entitled to receive a
2 Settlement Award equal to his or her Percentage Share of the
3 Class Distribution Fund.

4 3.2.4.8. Tax Allocation of Individual Class Payments. Ten percent
5 (10%) of each Participating Class Member's Individual Class
6 Payment will be allocated to settlement of wage claims (the
7 "Wage Portion"). The Wage Portions are subject to tax
8 withholding and will be reported on an IRS W-2 Form. Ninety
9 Percent (90%) of each Participating Class Member's Individual
10 Class Payment will be allocated to settlement of claims for
11 interest and penalties (the "Non-Wage Portion"). The Non-
12 Wage Portions are not subject to wage withholdings and will be
13 reported on IRS 1099 Forms. Participating Class Members
14 expressly assume full responsibility and liability for any
15 employee taxes owed on their Individual Class Payment.
16 Defendants and Released Parties expressly reject any
17 assumption of liability as to Class Members taxes owed on their
18 Individual Class Payment.

19 3.2.4.9. Effect of Non-Participating Class Members on Calculation of
20 Individual Class Payments. Non-Participating Class Members
21 will not receive any Individual Class Payments. The
22 Administrator will retain amounts equal to their Individual Class
23 Payments in the Net Settlement Amount for distribution to
24 Participating Class Members on a pro rata basis according to the
25 formula set forth above.

26 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
27 amount of \$50,000.00 of the Net Settlement Amount, with 75%
28

1 allocated to the LWDA PAGA Payment and 25% allocated to the
2 Individual PAGA Payments.

3 3.2.5.1. The Administrator will calculate each Individual PAGA
4 Payment by (a) dividing the Aggrieved Employees' share of the
5 25% of PAGA Penalties by the total number of PAGA Period
6 Pay Periods worked by all Aggrieved Employees during the
7 PAGA Period and (b) multiplying the result by each Aggrieved
8 Employee's PAGA Period Pay Periods. Aggrieved Employees
9 assume full responsibility and liability for any taxes owed on
10 their Individual PAGA Payment.

11 3.2.5.2. If the Court or Arbitrator approves PAGA Penalties of less than
12 the amount requested, the Administrator will allocate the
13 remainder to the Net Settlement Amount. The Administrator
14 will report the Individual PAGA Payments on IRS 1099 Forms.

15 **4. SETTLEMENT FUNDING AND PAYMENTS.**

16 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of
17 Defendants' records to date, the Parties reached the Settlement based on the
18 estimate that Class Members worked a total of 180,000 Workweeks during the
19 Class Period.

20 4.2. Class Data. Not later than fourteen (14) calendar days after the Court or
21 Arbitrator grants Preliminary Approval of the Settlement, Defendants will
22 deliver the Class Data to the Administrator, in the form of a Microsoft Excel
23 spreadsheet. To protect Class Members' privacy rights, the Administrator must
24 maintain the Class Data in confidence, use the Class Data only for purposes of
25 this Settlement and for no other purpose, and restrict access to the Class Data
26 to Administrator employees who need access to the Class Data to effect and
27 perform under this Agreement. Defendants have a continuing duty to
28 immediately notify Class Counsel if it discovers that the Class Data omitted

1 class member identifying information and to provide corrected or updated Class
2 Data as soon as reasonably feasible. Without any extension of the deadline by
3 which Defendants must send the Class Data to the Administrator, the Parties
4 and their counsel will expeditiously use best efforts, in good faith, to reconstruct
5 or otherwise resolve any issues related to missing or omitted Class Data.

6 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
7 Settlement Amount (which Gross Settlement Amount is inclusive of Class
8 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the
9 Class Representative Service Payment, Individual Class Payments, Individual
10 PAGA Payments, Administration Expenses Payment and LWDA PAGA
11 Payment), and also fund the amounts necessary to fully pay Defendants' share
12 of payroll taxes by transmitting the funds to the Administrator no later than
13 fifteen (15) calendar days after the Effective Date.

14 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) calendar
15 days after Defendants fund the Gross Settlement Amount, the Administrator
16 will mail checks for all Individual Class Payments, all Individual PAGA
17 Payments, and the LWDA PAGA Payment. Within twenty (20) calendar days
18 after Defendants fund the Gross Settlement Amount, the Administration will
19 mail checks for the Class Counsel Fees Payment, the Class Counsel Litigation
20 Expenses Payment, and the Class Representative Service Payment.
21 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
22 Expenses Payment and the Class Representative Service Payment shall not
23 precede disbursement of Individual Class Payments and Individual PAGA
24 Payments.

25 4.4.1. The Administrator will issue checks for the Individual Class Payments
26 and/or Individual PAGA Payments and send them to the Class Members
27 via First Class U.S. Mail, postage prepaid. The face of each check shall
28 prominently state the date (not less than 180 days after the date of

1 mailing) when the check will be voided. The Administrator will cancel
2 all checks not cashed by the void date. The Administrator will send
3 checks for Individual Settlement Payments to all Participating Class
4 Members (including those for whom Class Notice was returned
5 undelivered). The Administrator will send checks for Individual PAGA
6 Payments to all Aggrieved Employees including Non-Participating
7 Class Members who qualify as Aggrieved Employees (including those
8 for whom Class Notice was returned undelivered). The Administrator
9 must send Participating Class Members a single check combining the
10 Individual Class Payment and the Individual PAGA Payment. Before
11 mailing any checks, the Settlement Administrator must update the
12 recipients' mailing addresses using the National Change of Address
13 Database.

14 4.4.2. The Administrator must conduct a Class Member Address Search via
15 skip tracing for all other Class Members whose checks are returned
16 undelivered without USPS forwarding address. Within seven (7)
17 calendar days of receiving a returned check the Administrator must re-
18 mail checks to the USPS forwarding address provided or to an address
19 ascertained through the Class Member Address Search. The
20 Administrator need not take further steps to deliver checks to Class
21 Members whose re-mailed checks are returned as undelivered. The
22 Administrator shall promptly send a replacement check to any Class
23 Member whose original check was lost or misplaced, requested by the
24 Class Member prior to the void date.

25 4.4.3. For any Class Member whose Individual Class Payment check or
26 Individual PAGA Payment check is uncashed and cancelled after the
27 void date, the Administrator shall transmit the funds represented by such
28

1 checks to the Central California Food Bank pursuant to the California
2 Code of Civil Procedure Section 384.

3 4.4.4. The payment of Individual Class Payments and Individual PAGA
4 Payments shall not obligate Defendants to confer any additional benefits
5 or make any additional payments to Class Members (such as 401(k)
6 contributions or bonuses) beyond those specified in this Agreement.

7 **5. RELEASES OF CLAIMS:** Effective on the date when Defendants fully fund the
8 entire Gross Settlement Amount and funds all employer payroll taxes owed on the
9 Wage Portion of the Individual Class Payments, Plaintiff and Class Members (whether
10 their Individual Class Payment or Individual PAGA Payment is cashed or uncashed)
11 will release claims against all Released Parties as follows:

12 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns
14 generally, release and discharge Released Parties from all claims, transactions,
15 or occurrences that occurred during the Class Period, including, but not limited
16 to: (a) all claims that were, or reasonably could have been, alleged, based on the
17 facts contained, in the Operative Complaint and (b) all Class and PAGA claims
18 that were, or reasonably could have been, alleged based on facts contained in
19 the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release").

20 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

21 Plaintiff shall be deemed to have, and by operation of the Judgment shall
22 have, expressly waived and relinquished to the fullest extent permitted
23 by law the provisions, rights, and benefits of Section 1542 of the
24 California Civil Code, or any other similar provision under federal or
25 state law that purports to limit the scope of a general release. Plaintiff,
26 for herself, has read Section 1542 of the Civil Code of the State of
27 California, which provides as follows:
28

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

9 5.1.2. Plaintiff understands that Section 1542 gives the right not to release
10 existing claims of which she is not now aware, unless Plaintiff
11 voluntarily chooses to waive this right. Having been so apprised,
12 Plaintiff nevertheless voluntarily waives the rights described in Section
13 1542, and elects to assume all risks for claims that now exist in her
14 favor, known or unknown as of the Effective Date of this Agreement.
15 The release of the claims of Plaintiff as set forth in this Paragraph is a
16 condition precedent to enforcement of the MOU and this Agreement.

17 5.2. Release by Participating Class Members: All Participating Class Members on
18 behalf of themselves and their respective former and present representatives,
19 agents, attorneys, heirs, administrators, successors, and assigns, release
20 Defendants and Released Parties from all claims that were set forth, or
21 reasonably could have been set forth based on the facts alleged in the
22 Operative Complaint, including:

23 5.2.1. All claims under state, federal and local law that were set forth, or
24 reasonably could have been set forth based on the facts alleged in the
25 Operative Complaint as to the Class Members only with regard to those
26 claims for or related to alleged (1) failure to pay proper overtime wages
27 in violation of Labor Code sections 510, 1194, 1197, and 1198, and the
28 applicable IWC Wage Order(s); (2) failure to provide compliant meal
periods and pay missed meal period premiums in violation of Labor
Code sections 226.7 and 512, and the applicable IWC Wage Order(s);
(3) failure to pay all wages due and owing at separation in violation of

1 Labor Code sections 201, 202, and 203; (4) failure to provide complete
2 and accurate wage statements in violation of Labor Code section 226;
3 (5) deceptive, fraudulent, or otherwise unlawful business practices
4 based on the foregoing in violation of California’s Unfair Competition
5 Law (Bus. & Prof. Code, §§ 17200–17210); (6) statutory penalties
6 based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6);
7 and (7) all claims for penalties, interest, fees, costs based on the
8 foregoing (the “Released Claims.”) The released parties shall include
9 Sun Valley Packing, LP, Valle Del Sol Jones, LLC, their officers,
10 shareholders, directors, agents, employees, attorneys, and insurers (“the
11 Released Parties”). Any Class Member who opts out of the settlement
12 will still be bound by the release of PAGA claims and will receive a
13 settlement payment for only the PAGA portion of the settlement.
14 Plaintiff agrees not to object to or opt out of the settlement. Except as
15 set forth below in Section 5.3 of this Agreement, Participating Class
16 Members do not release any other claims, including claims for vested
17 benefits, wrongful termination, violation of the Fair Employment and
18 Housing Act, unemployment insurance, disability, social security,
19 workers’ compensation, or claims based on facts occurring outside the
20 Class Period.

21 5.3 Released PAGA Claims: Named Plaintiff, the LWDA, and the Aggrieved
22 Employees on behalf of themselves and their respective former and present
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
24 release, discharge, and are forever barred from pursuing against Defendants and the
25 Released Parties any and all claims for civil penalties under PAGA (the California
26 Labor Code Private Attorneys General Act (Cal. Labor Code § 2698 *et seq.*)) for any
27 and all claims set forth, or reasonably could have been set forth based on the facts
28 alleged in the Operative Complaint or PAGA Notice, including: (1) unpaid overtime

1 wages in violation of Labor Code sections 510, 1194, 1197, and 1198, and the
2 applicable IWC Wage Order(s); (2) failure to provide compliant meal periods and pay
3 missed meal period premiums in violation of Labor Code sections 226.7 and 512, and
4 the applicable IWC Wage Order(s); (3) failure to pay all wages due and owing at
5 separation in violation of Labor Code sections 201, 202, and 203.

6 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare
7 and file a motion for preliminary approval (“Motion for Preliminary Approval”) with
8 Class Counsel preparing an initial draft.

9 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense
10 Counsel all documents necessary for obtaining Preliminary Approval,
11 including: (i) a draft of the notice, and memorandum in support of the Motion
12 for Preliminary Approval that includes an analysis of the Settlement under
13 *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
14 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting
15 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed
16 Class Notice; (iv) a signed declaration from the Administrator attaching its “not
17 to exceed” bid for administering the Settlement and attesting to its willingness
18 to serve; competency; operative procedures for protecting the security of Class
19 Data; amounts of insurance coverage for any data breach, defalcation of funds
20 or other misfeasance; all facts relevant to any actual or potential conflicts of
21 interest with Class Members; and the nature and extent of any financial
22 relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed
23 declaration from Plaintiff confirming willingness and competency to serve and
24 disclosing all facts relevant to any actual or potential conflicts of interest with
25 Class Members and/or the Administrator; (v) a signed declaration from each
26 Class Counsel firm attesting to its competency to represent the Class Members;
27 its timely transmission to the LWDA of all necessary PAGA documents (initial
28 notice of violations (Labor Code section 2699.3, subd. (a)), Operative

1 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor
2 Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or
3 potential conflict of interest with Class Members, the Administrator.

4 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel agree to work
5 together in good faith expeditiously finalizing and filing the Motion for
6 Preliminary Approval after the full execution of this Agreement; obtaining a
7 prompt hearing date for the Motion for Preliminary Approval; and for appearing
8 in Court or before the Arbitrator to advocate in favor of the Motion for
9 Preliminary Approval. Class Counsel is responsible for delivering the Court's
10 or Arbitrator's Preliminary Approval Order to the Administrator.

11 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
12 for Preliminary Approval and/or the supporting declarations and documents,
13 Class Counsel and Defense Counsel will expeditiously work together on behalf
14 of the Parties by meeting in person or by telephone, and in good faith, to resolve
15 the disagreement. If the Court or Arbitrator does not grant Preliminary
16 Approval or conditions Preliminary Approval on any material change to this
17 Agreement, Class Counsel and Defense Counsel will expeditiously work
18 together on behalf of the Parties by meeting in person or by telephone, and in
19 good faith, to modify the Agreement and otherwise satisfy the Court's or
20 Arbitrator's concerns.

21 **7. SETTLEMENT ADMINISTRATION.**

22 7.1. Selection of Administrator. The Parties have jointly selected Phoenix
23 Settlement Administrators to serve as the Administrator and verified that, as a
24 condition of appointment, the Administrator agrees to be bound by this
25 Agreement and to perform, as a fiduciary, all duties specified in this Agreement
26 in exchange for payment of Administration Expenses. The Parties and their
27 Counsel represent that they have no interest or relationship, financial or
28

1 otherwise, with the Administrator other than a professional relationship arising
2 out of prior experiences administering settlements.

3 7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund
4 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US
5 Treasury Regulation section 468B-1.

6 7.3. Notice to Class Members.

7 7.3.1. No later than three (3) business days after receipt of the Class Data, the
8 Administrator shall notify Class Counsel that the list has been received
9 and state the number of Class Members, Aggrieved Employees,
10 Workweeks, and Pay Periods in the Class Data.

11 7.3.2. Using best efforts to perform as soon as possible, and in no event later
12 than fourteen (14) calendar days after receiving the Class Data, the
13 Administrator will send to all Class Members identified in the Class
14 Data, via first-class United States Postal Service (“USPS”) mail, the
15 Class Notice substantially in the form attached to this Agreement as
16 **Exhibit A**. The first page of the Class Notice shall prominently
17 estimate the dollar amounts of any Individual Class Payment and/or
18 Individual PAGA Payment payable to the Class Member/Aggrieved
19 Employee, and the number of Workweeks and PAGA Pay Periods (if
20 applicable) used to calculate these amounts. Before mailing Class
21 Notices, the Administrator shall update Class Member addresses using
22 the National Change of Address database.

23 7.3.3. Not later than five (5) business days after the Administrator’s receipt of
24 any Class Notice returned by the USPS as undelivered, the
25 Administrator shall re-mail the Class Notice using any forwarding
26 address provided by the USPS. If the USPS does not provide a
27 forwarding address, the Administrator shall conduct a Class Member
28 Address Search via skip tracing, and re-mail the Class Notice to the most

1 current address obtained. The Administrator has no obligation to make
2 further attempts to locate or send Class Notice to Class Members whose
3 Class Notice is returned by the USPS a second time.

4 7.3.4. If the Administrator, Defendants or Class Counsel is contacted by or
5 otherwise discovers any persons who believe they should have been
6 included in the Class Data and should have received Class Notice, the
7 Parties will expeditiously meet and confer in person or by telephone,
8 and in good faith, in an effort to agree on whether to include them as
9 Class Members. If the Parties agree, such persons will be Class
10 Members entitled to the same rights as other Class Members, and the
11 Administrator will send, via email or overnight delivery, a Class Notice
12 requiring them to exercise options under this Agreement not later than
13 fourteen (14) calendar days after receipt of Class Notice, or the deadline
14 dates in the Class Notice, which ever are later.

15 7.4. Requests for Exclusion (Opt-Outs).

16 7.4.1. Each Class Member shall have forty-five (45) calendar days from the
17 mailing of the Notice within which to complete and postmark a written
18 request for exclusion, for return to the Settlement Administrator. The
19 request need not be in any particular form and will be considered a valid
20 request for exclusion so long as it communicates a clear desire by the
21 Settlement Class Member not to be included in the Settlement and/or
22 Settlement Class, and identifies his/her/their full name and date of birth,
23 and current address along with his/her/their signature. No requests for
24 exclusion shall be accepted if postmarked after the forty-five (45)
25 calendar day period for the filing of exclusions. Class Members are
26 responsible to maintain a photocopy of their request for exclusion,
27 reflecting that it was submitted in a timely manner. Any disputes
28 regarding the timeliness of a request for exclusion or whether a written

1 communication constitutes a valid request that cannot be resolved
2 between the Parties shall be determined by the Court or Arbitrator,
3 whose determination shall be final. A Class Member, who is also an
4 Aggrieved Employee, cannot opt-out of the PAGA component of the
5 Settlement.

6 7.4.2. Any Class Member who validly excludes himself/herself/themselves
7 from this Settlement is a Non-Participating Class Member under this
8 Agreement and shall not be bound by the Class Released Claims and
9 shall not be entitled to any portion of the Net Settlement Amount. Non-
10 Participating Class Members who are Aggrieved Employees are deemed
11 to release the claims identified in Paragraph 5.3 of this Agreement and
12 are eligible for an Individual PAGA Payment, which they cannot
13 exclude themselves from.

14 7.5. Challenges to Calculation of Workweeks. Each Class Member shall have forty-
15 five (45) days after the Administrator mails the Class Notice to challenge the
16 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the
17 Class Member in the Class Notice. The Class Member may challenge the
18 allocation by communicating with the Administrator via fax, email or mail. The
19 Class Member must submit supporting documentation. In the absence of any
20 contrary documentation, the Administrator is entitled to presume that the
21 Workweeks contained in the Class Notice are correct so long as they are
22 consistent with the Class Data. The Administrator's determination of each
23 Class Member's allocation of Workweeks and/or Pay Periods shall be final and
24 not appealable or otherwise susceptible to challenge. The Administrator shall
25 promptly provide copies of all challenges to calculation of Workweeks and/or
26 Pay Periods to Defense Counsel and Class Counsel and the Administrator's
27 determination the challenges.
28

1 7.6. Objections to Settlement.

2 7.6.1. Only Participating Class Members may object to the class action
3 components of the Settlement and/or this Agreement, including
4 contesting the fairness of the Settlement, and/or amounts requested for
5 the Class Counsel Fees Payment, Class Counsel Litigation Expenses
6 Payment and/or Class Representative Service Payment. Class Members
7 cannot object to the Released PAGA Claims or the PAGA component
8 of the Settlement.

9 7.6.2. Participating Class Members may send written objections to the
10 Administrator, by fax, email, or mail. In the alternative, Participating
11 Class Members may appear in Court or at the Arbitration Hearing (or
12 hire an attorney to appear in Court or at the Arbitration Hearing) to
13 present verbal objections at the Final Approval Hearing. A Participating
14 Class Member who elects to send a written objection to the
15 Administrator must do so not later than forty-five (45) days after the
16 Administrator’s mailing of the Class Notice

17 7.6.3. Any Class Member who does not affirmatively opt-out of the Settlement
18 by submitting a valid and timely request for exclusion, may object to
19 the approval of class action settlement (“Objecting Class Member”).
20 Any Class Member who makes a valid and timely request for exclusion
21 has waived their right to object.

22 7.6.4. Non-Participating Class Members have no right to object to any of the
23 class action components of the Settlement.

24 7.6.5. At no time shall any of the Parties or their counsel seek to solicit or
25 otherwise encourage Class Members to submit written objections to the
26 Settlement or to appeal from the Court’s or Arbitrator’s Final Approval
27 and Final Judgment. Class Counsel shall not represent any Class
28 Members with respect to any such objections to this Settlement.

1 7.7. Administrator Duties. The Administrator has a duty to perform or observe all
2 tasks to be performed or observed by the Administrator contained in this
3 Agreement or otherwise.

4 7.7.1. Requests for Exclusion (Opt-outs) and Exclusion List. The
5 Administrator will promptly review on a rolling basis Requests for
6 Exclusion to ascertain their validity. Not later than five (5) business
7 days after the expiration of the deadline for submitting Requests for
8 Exclusion, the Administrator shall email a list to Defense Counsel
9 containing (a) the names and other identifying information of Class
10 Members who have timely submitted valid Requests for Exclusion
11 (“Exclusion List”); (b) the names and other identifying information of
12 Class Members who have submitted invalid Requests for Exclusion; (c)
13 copies of all Requests for Exclusion from Settlement submitted
14 (whether valid or invalid). Separately, the Administrator shall email a
15 list to Class Counsel containing (a) the names on the Exclusion List.

16 7.7.2. Weekly Reports. The Administrator must, on a weekly basis, provide
17 written reports to Class Counsel and Defense Counsel that, among other
18 things, tally the number of: Class Notices mailed or re-mailed, Class
19 Notices returned undelivered, Requests for Exclusion (whether valid or
20 invalid) received, objections received, challenges to Workweeks and/or
21 Pay Periods received and/or resolved, and checks mailed for Individual
22 Class Payments and Individual PAGA Payments (“Weekly Report”).
23 The Weekly Reports must include provide the Administrator’s
24 assessment of the validity of Requests for Exclusion and attach copies
25 of all Requests for Exclusion and objections received.

26 7.7.3. Administrator’s Declaration. Not later than fourteen (14) calendar days
27 before the date by which Plaintiff is required to file the Motion for Final
28 Approval of the Settlement, the Administrator will provide to Class

1 Counsel and Defense Counsel, a signed declaration suitable for filing in
2 Court attesting to its due diligence and compliance with all of its
3 obligations under this Agreement, including, but not limited to, its
4 mailing of Class Notice, the Class Notices returned as undelivered, the
5 re-mailing of Class Notices, attempts to locate Class Members, the total
6 number of Requests for Exclusion from Settlement it received (both
7 valid or invalid), the number of written objections and attach the
8 Exclusion List. The Administrator will supplement its declaration as
9 needed or requested by the Parties and/or the Court. Class Counsel is
10 responsible for filing the Administrator's declaration(s) in Court.

11 7.7.4. Final Report by Settlement Administrator. Within 10 calendar days
12 after the Administrator disburses all funds in the Gross Settlement
13 Amount, the Administrator will provide Class Counsel and Defense
14 Counsel with a final report detailing its disbursements by employee
15 identification number only of all payments made under this Agreement.
16 At least fifteen (15) calendar days before any deadline set by the Court
17 or Arbitrator, the Administrator will prepare, and submit to Class
18 Counsel and Defense Counsel, a signed declaration suitable for filing in
19 Court or in Arbitration attesting to its disbursement of all payments
20 required under this Agreement. Class Counsel is responsible for filing
21 the Administrator's declaration in Court or in Arbitration.

22 **8. CLASS SIZE ESTIMATES.** Based on Defendants' records, Defendants estimate that,
23 as of December 31, 2022 (1) there were 5,718 Class Members; and estimated that Class
24 Members worked approximately 117,151 Workweeks during the Class Period. That
25 amount may change slightly and insignificantly based on the October 23, 2015 through
26 January 29, 2023 Class Period.

27 **9. DEFENDANTS' RIGHT TO WITHDRAW.** If ten percent (10%) or more of the
28 Class Members elect to exclude themselves from this Settlement, Defendants will have

1 the sole right, but not the obligation, to void this Settlement within fourteen (14)
2 calendar days after the deadline for Class Members to opt out or object, as set forth in
3 the Class Notice. If Defendants exercise their rights under this Paragraph: (a) this
4 Settlement Agreement and the Settlement shall be terminated and become void and of
5 no effect, except for the obligation of Defendants to pay for any and all expenses
6 incurred in connection with the notice and administration of the Settlement on or before
7 the date on which the Settlement is terminated; (b) any actions take or to be taken in
8 connection with this Settlement Agreement and the Settlement shall become null and
9 void and of no effect; (c) this Settlement Agreement and Settlement and any hearings
10 or proceedings thereunder shall not be referred to or used as evidence for or against any
11 party or Class Member in this or any other action or proceeding; and (d) all pretrial
12 proceedings, including discovery, shall resume 60 calendar days thereafter as if this
13 Settlement had not been submitted for approval.

14 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before
15 the calendared Final Approval Hearing, Plaintiff will file in Court or in Arbitration, a
16 motion for final approval of the Settlement that include a request for approval of the
17 PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval
18 Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff
19 shall provide drafts of these documents to Defense Counsel not later than fourteen (14)
20 calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense
21 Counsel will expeditiously meet and confer in person or by telephone, and in good
22 faith, to resolve any disagreements concerning the Motion for Final Approval.

23 10.1. Response to Objections. Each Party retains the right to respond to any objection
24 raised by a Participating Class Member, including the right to file responsive
25 documents in Court or in Arbitration no later than five (5) court days prior to
26 the Final Approval Hearing, or as otherwise ordered or accepted by the Court
27 or Arbitrator.
28

1 10.2. Duty to Cooperate. If the Court or Arbitrator does not grant Final Approval or
2 conditions Final Approval on any material change to the Settlement (including,
3 but not limited to, the scope of release to be granted by Class Members), the
4 Parties will expeditiously work together in good faith to address the Court's or
5 Arbitrator's concerns by revising the Agreement as necessary to obtain Final
6 Approval. The Court's or Arbitrator's decision to award less than the amounts
7 requested for the Class Representative Service Payment, Class Counsel Fees
8 Payment, Class Counsel Litigation Expenses Payment and/or Administrator
9 Expenses Payment shall not constitute a material modification to the Agreement
10 within the meaning of this paragraph.

11 10.3. Continuing Jurisdiction of the Court or Arbitrator. The Parties agree that, after
12 entry of Judgment, the Court or Arbitrator will retain jurisdiction over the
13 Parties, Action, and the Settlement solely for purposes of (i) enforcing this
14 Agreement and/or Judgment, (ii) addressing settlement administration matters,
15 and (iii) addressing such post-Judgment matters as are permitted by law. After
16 the Arbitrator issues is order granting final approval and entering judgment, the
17 Parties will submit the Arbitrator's order and judgment to the Superior Court
18 for the County of Tulare or County of Kings to be confirmed by the Court.

19 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
20 and conditions of this Agreement, specifically including the Class Counsel Fees
21 Payment and Class Counsel Litigation Expenses Payment reflected set forth in
22 this Settlement, the Parties, their respective counsel, and all Participating Class
23 Members who did not object to the Settlement as provided in this Agreement,
24 waive all rights to appeal from the Judgment, including all rights to post-
25 judgment and appellate proceedings, the right to file motions to vacate
26 judgment, motions for new trial, extraordinary writs, and appeals. The waiver
27 of appeal does not include any waiver of the right to oppose such motions, writs
28 or appeals. If an objector appeals the Judgment, the Parties' obligations to

1 perform under this Agreement will be suspended until such time as the appeal
2 is finally resolved and the Judgment becomes final, except as to matters that do
3 not affect the amount of the Net Settlement Amount.

4 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
5 the reviewing Court vacates, reverses, or modifies the Judgment in a manner
6 that requires a material modification of this Agreement (including, but not
7 limited to, the scope of release to be granted by Class Members), this
8 Agreement shall be null and void. The Parties shall nevertheless expeditiously
9 work together in good faith to address the appellate court's concerns and to
10 obtain Final Approval and entry of Judgment. An appellate decision to vacate,
11 reverse, or modify the Court's award of the Class Representative Service
12 Payment or any payments to Class Counsel shall not constitute a material
13 modification of the Judgment within the meaning of this paragraph, as long as
14 the Gross Settlement Amount remains unchanged.

15 11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
16 Procedure section 384, the Parties will work together in good faith to jointly submit a
17 proposed amended judgment.

18 12. **ADDITIONAL PROVISIONS.**

19 12.1. No Admission of Liability, Class Certification or Representative Manageability
20 for Other Purposes. This Agreement represents a compromise and settlement
21 of highly disputed claims. Nothing in this Agreement is intended or should be
22 construed as an admission by Defendants that any of the allegations in the
23 Operative Complaint have merit or that Defendants have any liability for any
24 claims asserted; nor should it be intended or construed as an admission by
25 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree
26 that class certification and representative treatment is for purposes of this
27 Settlement only. If, for any reason the Court or Arbitrator does not grant
28 Preliminary Approval, Final Approval or enter Judgment, Defendants reserve

1 the right to contest certification of any class for any reason, and Defendants
2 reserve all available defenses to the claims in the Action, and Plaintiff reserves
3 the right to move for class certification on any grounds available and to contest
4 Defendants' defenses. The Settlement, this Agreement and Parties' willingness
5 to settle the Action will have no bearing on, and will not be admissible in
6 connection with, any litigation (except for proceedings to enforce or effectuate
7 the Settlement and this Agreement).

8 12.2. No Solicitation. The Parties separately agree that they and their respective
9 counsel and employees will not solicit any Class Member to opt out of or object
10 to the Settlement, or appeal from the Judgment, either directly or indirectly,
11 through any means. Nothing in this paragraph shall be construed to restrict
12 Class Counsel's ability to communicate with Class Members in accordance
13 with Class Counsel's ethical obligations owed to Class Members.

14 12.3. Integrated Agreement. Upon execution by all Parties and their counsel, this
15 Agreement together with its attached exhibits shall constitute the entire
16 agreement between the Parties relating to the Settlement, superseding any and
17 all oral representations, warranties, covenants, or inducements made to or by
18 any Party.

19 12.4. Attorney Authorization. Class Counsel and Defense Counsel separately
20 warrant and represent that they are authorized by Plaintiff and Defendants,
21 respectively, to take all appropriate action required or permitted to be taken by
22 such Parties pursuant to this Agreement to effectuate its terms, and to execute
23 any other documents reasonably required to effectuate the terms of this
24 Agreement including any amendments to this Agreement.

25 12.5. Cooperation. The Parties and their counsel will cooperate with each other and
26 use their best efforts, in good faith, to implement the Settlement by, among
27 other things, modifying the Agreement, submitting supplemental evidence and
28 supplementing points and authorities as requested by the Court or Arbitrator.

1 In the event the Parties are unable to agree upon the form or content of any
2 document necessary to implement the Settlement, or on any modification of the
3 Agreement that may become necessary to implement the Settlement, the Parties
4 will seek the assistance of a mediator and/or the Court or Arbitrator for
5 resolution.

6 12.6. No Prior Assignments. The Parties separately represent and warrant that they
7 have not directly or indirectly assigned, transferred, encumbered, or purported
8 to assign, transfer, or encumber to any person or entity and portion of any
9 liability, claim, demand, action, cause of action, or right released and
10 discharged by the Party in this Settlement.

11 12.7. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense
12 Counsel are providing any advice regarding taxes or taxability, nor shall
13 anything in this Settlement be relied upon as such within the meaning of United
14 States Treasury Department Circular 230 (31 CFR Part 10, as amended) or
15 otherwise.

16 12.8. Modification of Agreement. This Agreement, and all parts of it, may be
17 amended, modified, changed, or waived only by an express written instrument
18 signed by all Parties or their representatives, and approved by the Court or
19 Arbitrator.

20 12.9. Agreement Binding on Successors. This Agreement will be binding upon, and
21 inure to the benefit of, the successors of each of the Parties.

22 12.10. Applicable Law. All terms and conditions of this Agreement and its exhibits
23 will be governed by and interpreted according to the internal laws of the state
24 of California, without regard to conflict of law principles.

25 12.11. Cooperation in Drafting. The Parties have cooperated in the drafting and
26 preparation of this Agreement. This Agreement will not be construed against
27 any Party on the basis that the Party was the drafter or participated in the
28 drafting.

1 12.12. Confidentiality. To the extent permitted by law, all agreements made, and
2 orders entered during Action and in this Agreement relating to the
3 confidentiality of information shall survive the execution of this Agreement.

4 12.13. Headings. The descriptive heading of any section or paragraph of this
5 Agreement is inserted for convenience of reference only and does not constitute
6 a part of this Agreement.

7 12.14. Calendar Days. Unless otherwise noted, all reference to “days” in this
8 Agreement shall be to calendar days. In the event any date or deadline set forth
9 in this Agreement falls on a weekend or federal legal holiday, such date or
10 deadline shall be on the first business day thereafter.

11 12.15. Notice. All notices, demands or other communications between the Parties in
12 connection with this Agreement will be in writing and deemed to have been
13 duly given as of the fifth business day after mailing by United States mail, or
14 the third business day after sending by email, addressed as follows:

15 To Plaintiff: Jeremy F. Bollinger
16 Moss Bollinger LLP
17 15300 Ventura Blvd., Ste. 207
18 Sherman Oaks, CA 91430
19 jeremy@mossbollinger.com

20 To Thomas E. Campagne
21 Defendants: Law Firm of Campagne & Campagne
22 Airport Office Center
23 1685 N. Helm Avenue
24 Fresno, California 93727
tcampagne@campagnelaw.com

25 12.16. Execution in Counterparts. This Agreement may be executed in one or more
26 counterparts by facsimile, electronically (i.e. DocuSign), or email which for
27 purposes of this Agreement shall be accepted as an original. All executed
28 counterparts and each of them will be deemed to be one and the same instrument

1 if counsel for the Parties will exchange between themselves signed
2 counterparts. Any executed counterpart will be admissible in evidence to prove
3 the existence and contents of this Agreement.

4 12.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement
5 the litigation shall be stayed, except to effectuate the terms of this Agreement.
6 The Parties further agree that upon the signing of this Agreement that pursuant
7 to CCP section 583.330 to extend the date to bring a case to trial under CCP
8 section 583.310 for the entire period of this settlement process.

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10 **SIGNATURES ON NEXT PAGE**
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[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: 5/15/2023, 2023

DocuSigned by:
Leticia Pineda
14488E27CA96472...
LETICIA PINEDA
Plaintiff and Class Representative

Dated: _____, 2023

CASEY JONES
Defendant Sun Valley Packing, L.P.

Dated: _____, 2023

CASEY JONES
Defendant Valle Del Sol Jones, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: 5/15/2023, 2023

MOSS BOLLINGER, LLP

By: 
4D110576CE04438...
Jeremy F. Bollinger
Dennis F. Moss
Ari E. Moss
Jorge A. Flores
Attorneys for Plaintiff LETICIA PINEDA

Dated: _____, 2023

LAW FIRM OF CAMPAGNE & CAMPAGNE A
PROF. CORP.

By: _____
Thomas E. Campagne
Carter Norfleet
Attorneys for Defendants Sun Valley Packing, L.P.
and Valle Del Sol Jones, LLC

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[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: _____, 2023

LETICIA PINEDA
Plaintiff and Class Representative

Dated: May 25, 2023

CASEY JONES
Defendant Sun Valley Packing, L.P.

Dated: May 25, 2023

CASEY JONES
Defendant Valle Del Sol Jones, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2023

MOSS BOLLINGER, LLP

By: _____

Jeremy F. Bollinger
Dennis F. Moss
Ari E. Moss
Jorge A. Flores
Attorneys for Plaintiff LETICIA PINEDA

Dated: 5/25, 2023

LAW FIRM OF CAMPAGNE & CAMPAGNE A
PROF. CORP.

By: _____

Thomas E. Campagne
Thomas E. Campagne
Attorneys for Defendants Sun Valley Packing, L.P.
and Valle Del Sol Jones, LLC

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EXHIBIT

A

1 **COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND**
2 **HEARING DATE FOR FINAL COURT APPROVAL**

3 *In re Arbitration of Leticia Pineda v. Sun Valley Packing, L.P. et al.*

4 ***The Arbitrator authorized this Notice. Read it carefully!***

5 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

6 **You may be eligible to receive money** from an employee class action and PAGA lawsuit
7 (“Action”) against Sun Valley Packing, L.P. and Valle Del Sol Jones, LLC (collectively referred to as
8 “Sun Valley” or “Defendants”) for alleged wage and hour violations. The Action was filed by a former
9 Sun Valley employee, Leticia Pineda (“Plaintiff”), and seeks payment of (1) unpaid overtime wages,
10 meal period premiums, inaccurate wage statement penalties, waiting time penalties on behalf of a class
11 of current and former non-exempt employees of Defendants employed in California at any time from
12 October 23, 2015 through January 29, 2023 (“Class Period”) (“Class Members”); and (2) penalties
13 under the California Private Attorneys General Act (“PAGA”) for all current and former non-exempt,
14 hourly paid employees of Defendants employed in California at any time from October 21, 2018
15 through January 29, 2023 (“PAGA Period”) (“Aggrieved Employees”). Pursuant to the arbitration
16 agreement entered into between Plaintiff and Defendants, the Parties submitted their Settlement
17 Agreement to an Arbitrator for approval and notice to the Class.

18 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to
19 fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual
20 PAGA Payments and pay penalties to the California Labor and Workforce Development Agency
21 (“LWDA”).

22 Based on Defendants’ records, and the Parties’ current assumptions, your **Individual Class**
23 **Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is**
24 **estimated to be \$_____.** The actual amount you may receive likely will be different and will depend
25 on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to
26 Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement
27 because you did not work during the PAGA Period.)

28 The above estimates are based on Defendants’ records showing that **you worked**

1 **workweeks** during the Class Period and **you worked** **workweeks** during the PAGA Period
2 and that **you experienced** **seasonal layoffs**. If you believe that you worked more workweeks
3 during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

4 The Arbitrator has already preliminarily approved the proposed Settlement and approved this
5 Notice. The Arbitrator has not yet decided whether to grant final approval. Your legal rights are
6 affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully
7 read and understood it. At the Final Approval Hearing, the Arbitrator will decide whether to finally
8 approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's
9 attorneys ("Class Counsel"). The Arbitrator will also decide whether to enter a judgment that requires
10 Defendants to make payments under the Settlement and requires Class Members and Aggrieved
11 Employees to give up their rights to assert certain claims against Defendants.

12 If you worked for Defendants during the Class Period and/or the PAGA Period, you have two
13 basic options under the Settlement:

14 (1) **Do Nothing.** You don't have to do anything to participate in the proposed
15 Settlement and be eligible for an Individual Class Payment and/or an Individual
16 PAGA Payment. If you do nothing, and the Arbitrator approves the Settlement, as
17 a Participating Class Member, though, you will give up your right to assert Class
18 Period wage claims and PAGA Period penalty claims against Howmet.

19 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
20 Settlement (opt-out) by submitting the written Request for Exclusion or otherwise
21 notifying the Administrator in writing. If you opt-out of the Settlement, you will
22 not receive an Individual Class Payment. You will, however, preserve your right
23 to personally pursue Class Period wage claims against Defendants, and, if you are
24 an Aggrieved Employee, remain eligible for an Individual PAGA Payment and will
25 be subject to the Released PAGA Claims. If you are an Aggrieved Employee, you
26 cannot opt-out of the PAGA portion of the proposed Settlement.

27 **Defendants will not retaliate against you for any actions you take with respect to the**
28 **proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement ("Released Claims").</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is [redacted]</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Howmet must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims.</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by [redacted]</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See</i> Section 7 of this Notice.</p>
<p>You Can Participate in the [redacted] Final Approval Hearing</p>	<p>The Final Approval Hearing is scheduled to take place on [redacted] at [address] [redacted]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Arbitrator's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by [redacted]</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers,</p>

1 you must challenge it by . See Section 4 of this
2 Notice.

3 **1. WHAT IS THE ACTION ABOUT?**

4 Plaintiff is a former Sun Valley employee. The Action accuses Sun Valley of violating
5 California labor laws by failing to pay all overtime wages; failing to provide adequate meal periods
6 and pay all premiums owed; failing to furnish accurate itemized wage statements; failing to pay all
7 wages upon cessation of employment; and unfair competition. Based on the same claims, Plaintiff
8 asserted a claim for civil penalties for the same labor code violations under the California Private
9 Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys
10 in the Action: Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, and Jorge A. Flores of Moss
11 Bollinger LLP (“Class Counsel.”)

12 Defendants deny violating any laws or failing to pay any wages as alleged in the Action and
13 contends it complied with all applicable laws.

14 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

15 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
16 merits.

17 In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort
18 to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than
19 continuing the expensive and time-consuming process of litigation. The negotiations were successful.
20 By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the
21 Arbitrator to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and
22 Defendants have negotiated a proposed Settlement that is subject to the Arbitrator’s Final Approval
23 and confirmation by the Court. Both sides agree the proposed Settlement is a compromise of disputed
24 claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any
25 claims.

26 Plaintiff and Class Counsel agree that: (1) Sun Valley has agreed to pay a fair, reasonable and
27 adequate amount considering the strength of the claims and the risks and uncertainties of continued
28 litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees.

1 The Arbitrator preliminarily approved the proposed Settlement as fair, reasonable and adequate,
2 authorized this Notice, and scheduled a hearing to determine Final Approval.

3 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED**
4 **SETTLEMENT?**

5 1. Sun Valley Will Pay Two Million Five Hundred Thousand Dollars (\$2,500,000) as the
6 Gross Settlement Amount (“Gross Settlement”). Sun Valley has agreed to deposit the Gross
7 Settlement into an account controlled by the Administrator of the Settlement. The Administrator will
8 use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class
9 Representative Service Payment, Class Counsel Fees Payment, the Class Counsel Litigation Expenses
10 Payment, the Administrator Expenses Payment, and penalties to be paid to the California Labor and
11 Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants
12 will fund the Gross Settlement not more than thirty (30) calendar days after the Judgment entered by
13 the Court becomes final. The Judgment will be final on the date the Court confirms the Arbitrator’s
14 Judgment, or a later date if Participating Class Members object to the proposed Settlement or the
15 Judgment is appealed.

16 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
17 Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross
18 Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

19 A. Up to \$1,000,000.00 (40% of the Gross Settlement) to Class Counsel for
20 attorneys’ fees (subject to increase if the Gross Settlement increases) and up to
21 \$25,000 for their litigation expenses. To date, Class Counsel have worked and
22 incurred expenses on the Action without payment.

23 B. Up to \$10,000 as a Class Representative Service Payment for filing the Action,
24 working with Class Counsel and representing the Class. A Class Representative
25 Service Payment will be the only monies Plaintiff will receive other than
26 Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

27 C. Up to \$37,500 to the Administrator for services administering the Settlement.
28

1 D. Approximately \$50,000 for PAGA Penalties for PAGA Penalties, allocated
2 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to
3 the Aggrieved Employees based on their PAGA Period Pay Periods.

4 Participating Class Members have the right to object to any of these deductions. The Court
5 will consider all objections.

6 3. Net Settlement Distributed to Class Members. After making the above deductions in
7 amounts approved by the Arbitrator, the Administrator will distribute the rest of the Gross Settlement
8 (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based
9 on their Class Period Workweeks.

10 4. Taxes Owed on Payments to Class Members. Plaintiff and Howmet are asking the
11 Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage
12 Portion”) and 90% to non-economic damages and interest (“Non-Wage Portion.”). The Wage Portion
13 is subject to withholdings and will be reported on IRS W-2 Forms. (Defendants will separately pay
14 employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as
15 penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA
16 Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

17 Although Plaintiff and Defendants have agreed to these allocations and think they are fair,
18 neither side is giving you any advice on whether your Payments are taxable or how much you might
19 owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes)
20 on any Payments received from the proposed Settlement. You should consult a tax advisor if you have
21 any questions about the tax consequences of the proposed Settlement.

22 5. Need to Promptly Cash Payment Checks. The front of every check issued for
23 Individual Class Payments and Individual PAGA Payments will show the date when the check expires
24 (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and
25 the monies will be transmitted to Central California Food Bank.

26 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
27 Participating Class Member, participating fully in the Class Settlement, unless you notify the
28 Administrator in writing, not later than , that you wish to opt-out. The easiest way to

1 notify the Administrator is to send a written and signed Request for Exclusion by the
2 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her
3 representative setting forth a Class Member's name, present address, telephone number, and a simple
4 statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-
5 Participating Class Members) will not receive Individual Class Payments, but will preserve their rights
6 to personally pursue wage and hour claims against Sun Valley. You cannot opt-out of the PAGA
7 portion of the Settlement or the Released PAGA Claims. Class Members who exclude themselves
8 from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA
9 Payments and are required to give up their right to assert PAGA claims against Howmet based on the
10 PAGA Period facts alleged in the Action (the "Released PAGA Claims").

11 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
12 possible the Arbitrator will decline to grant Final Approval of the Settlement or decline enter a
13 Judgment. It is also possible the Arbitrator will enter a Judgment that is reversed on appeal. Plaintiff
14 and Defendants have agreed that, in either case, the Settlement will be void: Sun Valley will not pay
15 any money and Class Members will not release any claims against Sun Valley.

16 8. Administrator. The Court has appointed a neutral company, **Phoenix Settlement**
17 **Administrators** (the "Administrator") to send this Notice, calculate and make payments, and process
18 Class Members' Requests for Exclusion. The Administrator will also decide Class Member
19 Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other
20 tasks necessary to administer the Settlement. The Administrator's contact information is contained in
21 Section 9 of this Notice.

22 9. Participating Class Members' Release. After the Judgment is final and Howmet has
23 fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class
24 Members will be legally barred from asserting any of the claims released under the Settlement. This
25 means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot
26 sue, continue to sue, or be part of any other lawsuit against Defendants for wages based on the Class
27 Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved
28 by this Settlement.

1 The Participating Class Members will be bound by the following release:

2 All claims under state, federal and local law that were set forth, or reasonably
3 could have been set forth based on the facts alleged in the Operative Complaint
4 as to the Class Members only with regard to those claims for or related to
5 alleged (1) failure to pay proper overtime wages in violation of Labor Code
6 sections 510, 1194, 1197, and 1198, and the applicable IWC Wage Order(s);
7 (2) failure to provide compliant meal periods and pay missed meal period
8 premiums in violation of Labor Code sections 226.7 and 512, and the applicable
9 IWC Wage Order(s); (3) failure to pay all wages due and owing at separation
10 in violation of Labor Code sections 201, 202, and 203; (4) failure to provide
11 complete and accurate wage statements in violation of Labor Code section 226;
12 (5) deceptive, fraudulent, or otherwise unlawful business practices based on the
13 foregoing in violation of California’s Unfair Competition Law (Bus. & Prof.
14 Code, §§ 17200–17210); (6) statutory penalties based on the foregoing pursuant
15 to PAGA (Lab. Code, §§ 2698-2699.6); and (7) all claims for penalties, interest,
16 fees, costs based on the foregoing (the “Released Claims.”) The released parties
17 shall include Sun Valley Packing, LP, Valle Del Sol Jones, LLC, their officers,
18 shareholders, directors, agents, employees, attorneys, and insurers (“the
19 Released Parties”).

20 Aggrieved Employees will be bound by the following release:

21 Aggrieved Employees on behalf of themselves and their respective former and
22 present representatives, agents, attorneys, heirs, administrators, successors, and
23 assigns, release, discharge, and are forever barred from pursuing against
24 Defendants and the Released Parties any and all claims for civil penalties under
25 PAGA (the California Labor Code Private Attorneys General Act (Cal. Labor
26 Code § 2698 et seq.)) for any and all claims set forth, or reasonably could have
27 been set forth based on the facts alleged in the Operative Complaint or PAGA
28 Notice, including: (1) unpaid overtime wages in violation of Labor Code
sections 510, 1194, 1197, and 1198, and the applicable IWC Wage Order(s);
(2) failure to provide compliant meal periods and pay missed meal period
premiums in violation of Labor Code sections 226.7 and 512, and the applicable
IWC Wage Order(s); (3) failure to pay all wages due and owing at separation
in violation of Labor Code sections 201, 202, and 203 (“Released PAGA
Claims”).

20 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

21 1. Individual Class Payments. The Administrator will calculate Individual Class
22 Payments from the Class Distribution Fund calculated according to the following formula: The
23 Administrator shall add together all Workweeks worked by Class Members during the Class Period
24 (excluding those worked by Non-Participating Class Members) to determine the “Participating Class’s
25 Total Weeks.” For each Workweek worked by a Participating Class Member during the Class Period,
26 the Participating Class Member will receive one (1) “Net Settlement Share”. Each Participating Class
27 Member who received a bonus will receive an additional five (5) “Net Settlement Shares” to reflect
28 their potential claims arising from failure to factor bonuses into the regular rate of pay for overtime.

1 For every Workweek worked by a Participating Class Member during the period of October 23, 2018
2 through January 29, 2023, the Participating Class Member will receive one additional (1) “Net
3 Settlement Share” to reflect their potential claims for inaccurate wage statement penalties. For every
4 season a Participating Class Member worked between October 23, 2016 through January 29, 2023,
5 the Participating Class Member will receive an additional five (5) “Net Settlement Shares” to reflect
6 their potential claim for waiting time penalties due to seasonal layoffs. The Administrator shall then
7 divide each Participating Class Member’s total Net Settlement Shares by the Participating Class's Total
8 Weeks in order to determine the “Percentage Share” of each Participating Class Member. Each
9 Participating Class Member shall be entitled to receive a Settlement Award equal to his or her
10 Percentage Share of the Class Distribution Fund.

11 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA
12 Payments by (a) dividing approximately \$12,500 by the total number of PAGA Pay Periods worked
13 by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods
14 worked by each individual Aggrieved Employee.

15 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked
16 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period,
17 as recorded in Defendants’ records, are stated in the first page of this Notice. You have until
18 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your
19 challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this
20 Notice has the Administrator’s contact information. You need to support your challenge by sending
21 copies of pay stubs or other records. The Administrator will accept Defendants’ calculation of
22 Workweeks and/or Pay Periods based on Defendants’ records as accurate unless you send copies of
23 records containing contrary information. You should send copies rather than originals because the
24 documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period
25 challenges based on your submission and on input from Class Counsel (who will advocate on behalf
26 of Participating Class Members) and Defendants’ Counsel. The Administrator’s decision is final. You
27 can’t appeal or otherwise challenge its final decision.
28

1 **5. HOW WILL I GET PAID?**

2 1. Participating Class Members. The Administrator will send, by U.S. mail, a single
3 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including
4 those who also qualify as Aggrieved Employees. The single check will combine the Individual Class
5 Payment and the Individual PAGA Payment. The Released Claims will apply to you whether you
6 cash or don't cash the Individual Class Payment and/or Individual PAGA Payment check(s).

7 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single
8 Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement
9 (i.e., every Non-Participating Class Member). The PAGA Settlement will apply to you whether you
10 cash or do not cash the Individual PAGA Payment check.

11 **Your check will be sent to the same address as this Notice. If you change your address,**
12 **be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the**
13 **Administrator's contact information.**

14 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

15 Submit a written and signed letter with your name, present address, telephone number, and a
16 simple statement that you do not want to participate in the Settlement. The Administrator will exclude
17 you based on any writing communicating your request be excluded. Be sure to personally sign your
18 request, identify the Action as Leticia Pineda v. Sun Valley Packing, L.P., et al., and include your
19 identifying information (full name, address, telephone number, approximate dates of employment, and
20 social security number for verification purposes). You must make the request yourself. If someone
21 else makes the request for you, it will not be valid. **The Administrator must be sent your request**
22 **to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the
23 Administrator's contact information.

24 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

25 Only Participating Class Members have the right to object to the Settlement. Before deciding
26 whether to object, you may wish to see what Plaintiff and Defendants are asking the Arbitrator to
27 approve. At least sixteen (16) court days before the [INSERT DATE OF FINAL APPROVAL
28 HEARING] Final Approval Hearing, Class Counsel and/or Plaintiff will file with the Arbitrator (1) a

1 Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement
2 is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class
3 Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is
4 requesting as a Class Representative Service Award. You can view these documents on the
5 Administrator's Website _____ (url) _____.

6 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion
7 for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
8 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
9 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the**
10 **Administrator is _____**. Be sure to tell the Administrator what you object to, why you object,
11 and any facts that support your objection. Make sure you identify the Action *Leticia Pineda v. Sun*
12 *Valley Packing, L.P., et al.*, and include your name, current address, telephone number, and
13 approximate dates of employment for and sign the objection. Section 9 of this Notice has the
14 Administrator's contact information.

15 Alternatively, a Participating Class Member can object by attending the Final Approval
16 Hearing. You (or an attorney of your choice) should be ready to tell the Arbitrator what you object
17 to, why you object, and any facts that support your objection. See Section 8 of this Notice
18 (immediately below) for specifics regarding the Final Approval Hearing.

19 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

20 You can, but you don't have to, attend the Final Approval Hearing on _____ at
21 (time), located at _____ [address] _____. At the Hearing, the Arbitrator will decide whether
22 to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class
23 Counsel, Plaintiff, and the Administrator. The Arbitrator will invite comment from objectors, Class
24 Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend)
25 either personally or virtually via _____.

26 It's possible the Court will reschedule the Final Approval Hearing. You should check the
27 Administrator's website _____ beforehand or contact Class
28 Counsel to verify the date and time of the Final Approval Hearing.

1 **9. HOW CAN I GET MORE INFORMATION?**

2 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
3 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
4 documents is to go to the Administrator’s website at _____ (url) _____. You can also telephone the
5 Administrator using the contact information listed below.

6 **DO NOT TELEPHONE THE ARBITRATOR OR SUPERIOR COURT TO OBTAIN**
7 **INFORMATION ABOUT THE SETTLEMENT.**

8 Class Counsel: Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, Jorge A. Flores
9 Name of Attorney: Jeremy F. Bollinger
10 Email Address: jeremy@mossbollinger.com
11 Name of Firm: Moss Bollinger LLP
12 Mailing Address: 15300 Ventura Blvd., Ste. 207, Sherman Oaks, California 91403
13 Telephone: (310) 982-2984

14 Settlement Administrator:

15 Name of Company: _____
16 Email Address: _____
17 Mailing Address: _____
18 Telephone: _____
19 Fax Number: _____

20 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

21 If you lose or misplace your settlement check before cashing it, the Administrator will
22 replace it as long as you request a replacement before the void date on the face of the original check.

23 **11. WHAT IF I CHANGE MY ADDRESS?**

24 To receive your check, you should immediately notify the Administrator if you move or
25 otherwise change your mailing address.
26
27
28