

## SETTLEMENT AGREEMENT

Subject to final approval of the Court, this Settlement Agreement is made and entered into by and between (1) RAFAEL MAYO (“Plaintiff”), individually and on behalf of all members of the Settlement Class defined in Paragraph 20 of this Agreement, and (2) DOUBLE B DAIRY, G.P.; WESLEY BYLSMA, individually; and WILLIAM BYLSMA, individually (collectively “Defendants”). This Settlement Agreement sets forth the Parties’ Class Action Settlement in the amount of Five Hundred Thousand Dollars (\$500,000) to resolve all claims of the Settlement Class, as detailed below.

### DEFINITIONS

As used herein, the following terms shall have the following meanings:

1. “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and Release, including the attached Exhibits.
2. “**Aggrieved Employees**” means all individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees at any time during the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) Period.
3. “**Claims Administrator**” means CPT Group, Inc.
4. “**Class Action**” means the civil action styled *Rafael Mayo v. Double B Dairy, G.P., a general partnership, et al.*, which was filed in Merced County Superior Court, Case No. 23CV-00705.
5. “**Class Counsel**” means the Law Offices of John E. Hill.
6. “**Class Notice**” means the notice of the proposed Settlement Agreement to be directed to members of the Settlement Class pursuant to the terms of the Preliminary Approval Order. The Class Notice shall be substantially in the form of **Exhibit A** hereto.
7. “**Class Period**” means February 28, 2019 to October 20, 2023.
8. “**Court**” means the Superior Court of the State of California, County of Merced.
9. “**Defendants**” means DOUBLE B DAIRY, G.P.; WESLEY BYLSMA, individually; and WILLIAM BYLSMA, individually.
10. “**Effective Date**” means the date on which Defendants fully pay the Settlement Fund of \$500,000.
11. “**Eligible Class Member**” means a member of the Settlement Class who is eligible to receive a Settlement Award pursuant to the Settlement Agreement.

12. “**Implementation Schedule**” means a chart listing the dates and deadlines set forth within this Agreement to implement the Settlement. The Implementation Schedule is attached as **Exhibit C** hereto.

13. “**Named Plaintiff**” means RAFAEL MAYO.

14. “**Net Settlement Fund**” means the amount remaining in the Settlement Fund after payments are made to the Claims Administrator, Labor and Workforce Development Agency (LWDA) for the PAGA payment, Named Plaintiff, and Class Counsel as provided in this Settlement Agreement.

15. “**Order and Final Judgment**” means the final judgment and order of dismissal with prejudice to be entered by the Court.

16. “**PAGA Period**” means the period of time from January 31, 2022 to October 20, 2023.

17. “**Parties**” means the Named Plaintiff and Defendants.

18. “**Preliminary Approval Order**” means the order to be entered by the Court upon the Named Plaintiff’s motion, preliminarily approving the Settlement Agreement and authorizing the Class Notice.

19. “**Settled Claims**” means causes of action against Defendants alleged in Plaintiff’s First Amended Complaint filed on April 10, 2023: (i) failure to pay overtime wages; (ii) failure to permit and authorize adequate rest periods; (iii) failure to provide adequate meal periods; (iv) failure to indemnify for necessary work-related expenses; (v) failure to pay wages due to former employees; (vi) failure to furnish accurate wage statements; (vii) unlawful business practices; and (viii) statutory penalties under the Private Attorney General Act (PAGA). Settled claims also include claims that could have been brought against Defendants based on the factual allegations contained in their First Amended Complaint.

20. “**Released Parties**” means Defendants and its present and former parent companies, subsidiaries, divisions, affiliates, clients, all related companies, joint ventures, and each of their respective present and former officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators, trustees, general and limited partners, predecessors, successors and assigns.

21. “**Settlement Award**” means the gross payment that each Eligible Class Member

shall be entitled to receive under the terms of the Settlement Agreement.

22. “**Settlement Class**” means all non-exempt employees who were employed by Defendants any time between February 28, 2019 to October 20, 2023, excluding all of Defendants’ family members, office workers, and salaried employees. The Parties anticipate a class size of approximately 142 class members.

23. “**Settlement Fairness Hearing**” means the hearing to follow appropriate notice to the Settlement Class and an opportunity for members of the Settlement Class to object to the settlement, at which time the Parties will request that the Court approve the fairness, reasonableness and adequacy of the terms and conditions of the proposed settlement, enter the Order and Final Judgment, and take other appropriate action.

24. “**Settlement Fund**” means the \$500,000.00 to be paid by Defendants under the terms of this Settlement Agreement. The Parties understand and agree that this amount does not include the employer’s share of payroll taxes, which Defendants will pay to the Claims Administrator upon request.

#### **RECITALS**

25. On February 28, 2023, the Named Plaintiff, individually and on behalf of a purported class of similarly situated individuals, commenced an action against Defendants in the Superior Court of the State of California, County of Merced, entitled *Rafael Mayo v. Double B Dairy, G.P., a general partnership, et al*, Case No. 23CV-00705. In this Class and PAGA representative Action, the Named Plaintiff alleged causes of action against Defendants based on alleged: (i) failure to pay overtime wages; (ii) failure to permit and authorize adequate rest periods; (iii) failure to provide adequate meal periods; (iv) failure to indemnify for necessary work-related expenses; (v) failure to pay wages due to former employees; (vi) failure to furnish accurate wage statements; (vii) unlawful business practices; and (viii) statutory penalties under the Private Attorney General Act (PAGA). In support of the causes of action set forth in the pleadings, the Named Plaintiff alleges that Defendants breached various statutory duties and obligations to the Named Plaintiff and members of the Settlement Class in connection with services provided by those individuals to Defendants.

26. Defendants deny the Named Plaintiff’s allegations and further deny that they have committed any illegal or wrongful acts. Defendants contend that the Named Plaintiff and all members of the Settlement Class were treated lawfully in every respect. Defendants deny that

they harmed such persons in any manner, or that they owe such persons any amounts whatsoever.

27. No motion for class certification has yet been filed.

28. Since its initial filing, the Parties have engaged in formal and informal discovery and investigation and made repeated efforts to resolve the case. On October 20, 2023, Defendants and the Named Plaintiff participated in a lengthy mediation before an experienced mediator, David L. Perrault, Esq., of Judicate West. The mediation included extensive discussion and examination of the Parties' respective positions on the legal and factual issues raised by the Class Action.

29. The Named Plaintiff recognizes the expense and length of proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. The Named Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. The Named Plaintiff is also aware of the burdens of proof necessary to establish liability and Defendants' defenses thereto. The Named Plaintiff has also taken into account the settlement negotiations conducted in the Class Action to date, the substantial information provided through formal and informal discovery, and the payroll and timecard information provided by Defendants. Based on the foregoing, the Named Plaintiff has determined that this Settlement Agreement is a fair, adequate, and reasonable settlement, and that it is in the best interests of the Settlement Class.

30. Defendants have concluded that any further defense of the Class Action would be protracted and expensive. Substantial amounts of time, energy and resources of Defendants have been spent and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted in the Class Action. Defendants have, therefore, agreed to settle in the manner and upon the terms set forth in this Settlement Agreement in order to put to rest the claims as set forth in the Class Action.

NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the undersigned, that in consideration of the covenants and agreements set forth herein, Named Plaintiff, the Class, and Defendants, themselves and through their undersigned counsel, agree to the settlement of this Class Action, subject to Court approval, under the following terms and conditions. This settlement contemplates the entry of an Order of Preliminary Approval of a Class Action Settlement and entry of a Final Order Approving Settlement of Class Action.

## **BASIC SETTLEMENT TERMS**

31. It is hereby agreed, by and between the Named Plaintiff and Defendants, through their respective counsel of record, and subject to the approval of the Court, in consideration of the benefits inuring to the Parties hereto, and without admission of any liability or wrongdoing whatsoever by Defendants, that on the Effective Date, each member of the Settlement Class shall be deemed to have jointly and severally released and forever discharged Released Parties from any and all Settled Claims.

32. The Named Plaintiff, individually and on behalf of himself only, agrees to release Defendants from any and all claims he may have against Defendants based on any events occurring up to the Effective Date of the Settlement, whether those claims are known or unknown, except for claims that may not be released as a matter of law. The Named Plaintiff represents and agrees that he has read and fully understand the statutory language of section 1542 of the Civil Code of the State of California and on that basis expressly and specifically waive all rights under said statute, which reads as follows:

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

The Named Plaintiff waives and relinquishes any right or benefit which he has had or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or non-statutory law of any other jurisdiction, to the full extent that he may lawfully waive all such rights and benefits pertaining to the subject matter of this Settlement Agreement.

33. If, notwithstanding this Settlement Agreement, a claim or cause of action is brought or asserted by or on behalf of the Named Plaintiff and/or any member of the Settlement Class based on a Settled Claim, the Parties agree that the payment of a Settlement Award to an Eligible Class Member shall constitute full satisfaction of Defendants' liability with respect to any Settled Claim relating to that Eligible Class Member within the Class Period. As of date the Defendants pay the Settlement Fund, all Class Members who do not timely opt-out of the Settlement will release and discharge the Released Parties from any and all applicable claims, demands, rights,

debts, obligations, guarantees, costs, expenses, attorney's fees, wages, liquidated damages, statutory damages, penalties including civil and statutory, liabilities, damages, and/or causes of action which arise out of the allegations stated in the Complaint which arose during the Class Period, as well as any claims under PAGA predicated on the claims stated in the Complaint which arose during the PAGA Period. The Released Parties shall receive a release from the Aggrieved Employees of all PAGA claims pled or could have been pled based on the factual allegations contained in the operative complaint and PAGA letter sent by Plaintiff that occurred during the PAGA Period and expressly excluding all PAGA claims outside of the PAGA Period ("Released PAGA Claims"). The claims in Plaintiff's PAGA letter were the same as in the Complaint and included: failure to pay overtime wages; failure to permit and authorize adequate rest and meal periods; failure to indemnify for necessary work-related expenses; failure to pay wages due to former employees; failure to furnish accurate wage statements; unlawful business practices; statutory penalties under the Private Attorney General Act (PAGA); and attorneys' fees and costs. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

34. Subject to Court approval and the conditions specified herein, and in exchange for the release of all Settled Claims by members of the Settlement Class, a common fund in the amount of Five Hundred Thousand Dollars (\$500,000.00) shall be established to fund the Parties' settlement and will be paid to the Claims Administrator for this purpose by Defendants.

35. Before any Settlement Awards are paid to Eligible Class Members, deductions from the common fund shall be made for (i) the service payment to Named Plaintiff specified in this Settlement Agreement, (ii) the award of attorneys' fees and costs to Class Counsel specified in this Settlement Agreement, (iii) all costs of settlement administration, and (iv) PAGA payment to the LWDA. The balance remaining in the common fund after these deductions are made shall constitute the Net Settlement Fund.

36. The settlement amount of Five Hundred Thousand Dollars (\$500,000) shall be made in two (2) payments. The first payment of Two-Hundred and Fifty Thousand Dollars (\$250,000) will be due ten (10) days from the date of the Preliminary Approval Order and deposited in the claims administrator's qualified settlement fund ("QSF," i.e. interest bearing trust account). The second payment of Two-Hundred and Fifty Thousand Dollars (\$250,000) will

be due thirty (30) days from the date of the Final Approval Order. In the event Defendants fail to make the payment, Plaintiff agrees to give Defendants written notice of any default pursuant to the notice procedure contained in Section 57, below, and Plaintiff agrees not to take other action to cause an order or judgment to be entered in connection with this lawsuit until after seven (7) days have elapsed from the date such notice has been received by Defendants' attorneys Kevin B. Piercy, or another attorney of Raimondo | Miller, A Law Corporation. During this seven (7) day period, Defendants shall have the right to cure any default in their performance. If Plaintiff must take action with the Court to enforce the settlement agreement, Defendants will pay Plaintiff's attorneys fees and costs.

37. The Claims Administrator will make one distribution within thirty (30) days of Defendants' total payment of \$500,000 to the Class Settlement Fund. The distribution will cover the Settlement Awards, Named Plaintiff service award, attorneys' costs, costs of claims administration, PAGA payment to the LWDA, and attorneys' fees. In addition, any tax refunds received relating to the un-cashed checks, along with any funds from checks that are not cashed within 180 days of the disbursement, will be distributed to the *cy pres* recipient included in paragraph 46.

38. Within thirty (30) days of Defendants' payment of \$500,000 to the Class Settlement Fund and solely for purposes of effectuating this Settlement Agreement, the Claims Administrator shall pay from the common fund the following amounts:

38.1 Class Counsel. Subject to Court approval, the Claims Administrator shall pay from the common fund the gross sum of One-Hundred and Fifty Thousand Dollars (\$150,000) to Class Counsel as attorneys' fees for prosecution of the Class Action against Defendants. In addition, the Claims Administrator shall pay from the common fund to Class Counsel the costs incurred in connection with prosecution of the Class Action in an amount not to exceed Eight Thousand Nine Hundred Dollars (\$8,900). If the Court does not approve requested payments to Class Counsel, then Class Counsel shall be paid from the common fund the amount of attorneys' fees and costs approved by the Court.

38.2 Named Plaintiff. The Claims Administrator shall pay from the common fund service Enhancement Payment of \$10,000 to the Named Plaintiff RAFAEL MAYO. The payment shall cause an IRS Form 1099 to be issued to the individual in that amount. The service payment is to compensate him for the additional efforts he undertook on behalf of the class

which have rebounded to the benefit of the entire class. In addition, Named Plaintiff shall be eligible to receive his proportionate share of the Net Settlement Fund through their receipt of Settlement Awards calculated in accordance with this Settlement Agreement.

38.3 Claims Administration. The Claims Administrator shall pay itself Ten Thousand Dollars (\$10,000) from the common fund for the costs of claims administration.

39. Within thirty (30) days of Defendants' payment of \$500,000 to the Class Settlement Fund and solely for purposes of effectuating this Settlement Agreement, the Claims Administrator shall pay from the Net Settlement Fund amounts calculated in accordance with the following allocations and eligibility and settlement formula requirements:

39.1 Net Settlement Fund Allocations. The Parties agree that the Net Settlement Fund shall be allocated in the following manner:

- (a) Ten percent (10%) shall be allocated to the settlement of class claims for unpaid wages.
- (b) Ninety percent (90%) shall be allocated to the settlement of class claims for statutory penalties and interest.
- (c) Fifteen Thousand Dollars (\$15,000) shall be allocated to the settlement of PAGA claims, which will come from the penalties allocation.

39.2 PAGA Payment to the LWDA. The Parties will seek approval from the Court for the PAGA Payment of Fifteen Thousand Dollars (\$15,000) out of the Settlement Fund, which shall be allocated 75% (\$11,250) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$3,750) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings and shall be reported on IRS Form 1099.

39.3 Eligible Class Members. The Claims Administrator shall pay Settlement Awards from the remainder of the Net Settlement Fund to Eligible Class Members who do not opt-out of the Settlement Class. The Claims Administrator shall calculate the number of individual Settlement Awards based on the number of pay periods worked by the Class Member. The



Claims Administrator will calculate the total number of pay periods for the Class and divide that number by the Net Settlement Fund amount (not including the PAGA portion) to determine the amount that will be paid to Class Members for each pay period. Class Members will then be paid based on the number of their respective pay periods worked. The PAGA portion paid to the Aggrieved Employees within the PAGA period will be similarly calculated. The Claims Administrator will divide the total PAGA amount by the total pay periods within the PAGA period to determine the value of each pay period, and pay Aggrieved Employees based on the number of pay periods worked. Payments to Eligible Class Members and Aggrieved Employees will be sent to them within thirty (30) days of Defendants' payment of \$500,000 to the Class Settlement Fund.

40. The portion of any Settlement Award that is allocable to the settlement of claims for unpaid wages under the terms of this Settlement Agreement shall be paid through the Claims Administrator in a net amount after applicable state and federal tax withholdings, and any other deductions required by state and local law. The Claims Administrator shall cause an IRS Form W-2 to be issued with respect to the portion of any Settlement Award that is allocable to the settlement of claims for unpaid wages under the terms of this Settlement Agreement. In addition, the Claims Administrator shall cause IRS Form 1099 to be issued with respect to the portion of any Settlement Award that is allocable to the settlement of claims for statutory penalties and interest under the terms of this Settlement Agreement and based on the personal information provided by Eligible Class Members on their class action notice forms.

41. The Claims Administrator shall have the responsibility for determining eligibility for and the gross and net amounts of any Settlement Awards of Eligible Class Members, and the gross and net amount of the service payment to Named Plaintiff.

42. Ten (10) days from the date of the Preliminary Approval Order, the Claims Administrator shall provide Class Counsel and Defendants' Counsel with (i) employee identification number or individual taxpayer identification numbers of all Eligible Class Members who the Claims Administrator has determined shall receive Settlement Awards and, for each such Eligible Class Member (ii) the gross and net amount of that portion of his or her Settlement Award allocable to the settlement of claims for unpaid wages under this Settlement Agreement, and (iii) the gross and net amount of that portion of his or her Settlement Award allocable to the settlement of claims for statutory penalties and interest under this Settlement

Agreement. This information shall be used to manage the notice and claims process and shall remain confidential, except for counsel for the Parties and applicable taxing authorities, or pursuant to express written authorization of the individual in question, or by order of the Court.

43. Defendants and their attorneys agree not to oppose any application for attorneys' fees or costs by Class Counsel so long as it is made in accordance with this Settlement Agreement. Any attorneys' fees or costs incurred in connection with prosecution of the Class Action against Defendants payable under this Settlement Agreement shall be paid to Class Counsel by the Claims Administrator from the common fund within thirty (30) days of Defendants' payment of Five Hundred Thousand Dollars (\$500,000) to the Class Settlement Fund.

44. The Parties agree that the Claims Administrator shall arrange for the opening of a qualified settlement fund (QSF) to and from which the Settlement Fund will be paid. The Claims Administrator shall have exclusive control over the trust account subject to and consistent with the terms of this Settlement Agreement. All interest earnings on the trust account shall accrue to the common fund, and all taxes owed on such interest earnings shall be paid by the Claims Administrator from the common fund. Any and all common fund amounts to be paid by Defendants under the terms of this Settlement Agreement shall be wire transferred to the trust account by the dates specified in paragraph 36 of this Agreement and within thirty (30) days of the Final Approval Order. The Claims Administrator shall be responsible for providing Defendants with the trust account information necessary to effectuate any wire transfer of funds required by this Settlement Agreement.

45. No person or entity shall have any claim against Defendants or any of the Released Parties, the Named Plaintiff, the Settlement Class, or Class Counsel based on distributions or payments made in accordance with this Settlement Agreement.

46. Should any portion of the class member common fund remain in the trust account after the final distribution, said amount shall be distributed to Centro de los Derechos del Migrante, Inc. (CDM), a non-profit organization assisting migrant workers, as a *cy pres* recipient.

47. If the proposed Settlement is not approved by the Court and the basis for the Court's disapproval of the proposed Settlement does not involve a material term of this Settlement Agreement, then the Parties shall make good faith efforts to modify the settlement so

as to gain the Court's approval. If the Parties are unable to modify the settlement so as to gain the Court's approval, then the Class Action shall proceed with respect to the Parties as if there had been no settlement, and any monies deposited by Defendants into the QSF shall be returned to Defendants with any accrued interest.

48. The Named Plaintiff and Defendants agree that the dates established within this Agreement and also set forth in the Implementation Schedule shall govern implementation of this Settlement, and that these dates shall only be continued based on (i) the mutual consent of counsel for the Parties, or (ii) unavoidable delays due to the Court's schedule, and, then, only to the extent of those delays, or (iii) by order of the Court on its own motion or on the application or motion of any of the Parties.

#### **CLASS NOTICE AND SETTLEMENT FAIRNESS HEARING**

49. As part of this Settlement Agreement, the Parties agree to the following procedures for obtaining the Court's preliminary approval of this Settlement Agreement, notifying the Settlement Class, obtaining final Court approval of this Settlement Agreement, and processing the Settlement Awards.

50. Solely for the purposes of this Settlement Agreement, the Named Plaintiff shall request the Court to enter an order preliminarily approving the proposed settlement and setting a date for the Settlement Fairness Hearing. In conjunction with that request, the Named Plaintiff shall submit this Settlement Agreement and supporting papers, which shall set forth the terms of this Settlement Agreement and shall include the proposed forms of all notices and other documents that are necessary to implement this Settlement Agreement.

50.1. Notice of the settlement shall be provided to the Settlement Class, and members of the Settlement Class shall submit any objections to the settlement, using the following procedures:

50.2 (a). Ten (10) days from the date of the Preliminary Approval Order, Defendants' counsel shall provide to the Claims Administrator a list of all members of the Settlement Class, their last known addresses, telephone numbers, and social security or individual taxpayer identification numbers. The Claims Administrator shall be responsible for preparing, printing and mailing to members of the Settlement Class the Class Notice attached hereto as **Exhibit A** and the Form for Disputing Estimated Settlement Payment ("Dispute Form") attached hereto as **Exhibit B**. A Spanish language translation (prepared by the Claims Administrator) of all

materials mailed to members of the Settlement Class by the Claims Administrator shall be included as a part of the same mailing.

50.2 (b). Twenty (20) days from the date of the Preliminary Approval Order, the Claims Administrator shall send a copy of the Class Notice in the form attached hereto as **Exhibit A** (including the Dispute Form attached hereto as **Exhibit B**), to members of the Settlement Class via First Class regular U.S. mail, postage prepaid, using the most current mailing address information available. For any Class Notice returned to the Claims Administrator as non-deliverable within thirty (30) days of the original mailing date, the Claims Administrator shall make prompt and reasonable efforts to locate the person involved, using appropriate search methods, including address database searches. Efforts to locate updated addresses for returned notices should continue throughout the notice period. If new address information is obtained, the Claims Administrator shall promptly re-mail the Class Notice to the addressee via First Class regular U.S. mail, postage prepaid, using the new address. If the Claims Administrator is unable to obtain new address information with regard to any Class Notice returned as non-deliverable within forty-five (45) days following the original mailing date, or if a Class Notice is returned as non-deliverable more than forty-five (45) days following the original mailing date, the Claims Administrator shall be deemed to have satisfied its obligation to provide the Class Notice to the affected member of the Settlement Class through the original mailing. In the event the procedures in this paragraph are followed and the intended recipient of the Class Notice does not receive the Class Notice, the intended recipient shall nevertheless remain a member of the Settlement Class and shall be bound by all the terms of this Settlement Agreement and the Order and Final Judgment.

50.2 (c). The Class Notice shall provide that those members of the Settlement Class who wish to object to or opt-out of the settlement need to mail, fax and/or email to the Claims Administrator a written statement objecting to or opting-out of the settlement. Such a written statement must be postmarked, faxed, and/or emailed no later than 60 days from the date the Claims Administrator mails the Class Notice. Settlement Class members who receive a re-mailed notice from the Claims Administrator will have an additional 15 days to object or opt-out of the settlement. Class Members who opt-out will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their

request to opt-out.

50.2(d). At no time shall any of the Parties or their counsel seek, solicit or otherwise encourage, directly or indirectly, members of the Settlement Class to submit written objections to the settlement, or to appeal from the Order and Final Judgment.

50.2 (e). A Settlement Fairness Hearing shall be conducted as set by the Court, to determine final approval of the settlement along with the amounts properly payable for (i) attorneys' fees and costs, including all costs of claims administration, and (ii) the service payment to Named Plaintiff. The Court will hear from any class member who attends the Settlement Fairness Hearing and asks to speak regarding their objection, regardless of whether they also submitted a written objection or a notice of intent to appear at the hearing. Upon final approval of the settlement by the Court at or after the Settlement Fairness Hearing, the Parties shall present the Order and Final Judgment to the Court for its approval and entry. After entry of the Order and Final Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing the terms of this agreement, settlement administration matters, and such post-final judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

50.2 (f). All members of the Settlement Class shall be eligible to receive a Settlement Award. Settlement Awards shall be paid pursuant to the settlement formula set forth herein no later than thirty (30) days from Defendants' payment of \$500,000 to the Class Settlement Fund. The Claims Administrator shall initially determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement, which shall be conclusive, final and binding on all Parties, including all members of the Settlement Class, subject to review by Counsel for the Parties and approval by the Court. Any checks reflecting Settlement Awards shall remain valid and negotiable for 180 days from the date of their issuance and may thereafter automatically be voided if not cashed by an Eligible Class Member within that time, at which time the Eligible Class Member's claim shall be deemed void and of no further force and effect. The funds from any Settlement Award checks issued in the distribution that are voided pursuant to this paragraph shall be paid to the *cy pres* recipient within sixty (60) days of the expiration date of the Settlement Award checks. (See ¶¶ 37 and 46.) Upon completion of the administration of the settlement, the Claims Administrator shall provide written certification of such completion to the Court and Counsel for the Parties.

50.2 (g). The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to facilitate the administration of the settlement.

50.2 (h). In the event an appeal is filed from the Court's Order and Final Judgment, or any other appellate review is sought prior to the Effective Date, administration of the settlement shall be stayed pending final resolution of the appeal or other appellate review.

50.2 (i). The Claims Administrator shall keep Class Counsel apprised of all distributions from the trust account and, upon completion of the administration of the settlement the Claims Administrator shall provide written notice of such completion to Counsel for the Parties.

51. The terms of this Settlement Agreement include the terms set forth in any of the attached Exhibits, which are incorporated by this reference as though fully set forth herein. The Exhibits to this Settlement Agreement are an integral part of this Settlement Agreement. Except as set forth in the Exhibits to this Settlement Agreement, in the event of any conflict between this Settlement Agreement and the Exhibits, the terms of this Settlement Agreement shall control.

52. The Parties agree to hold all proceedings in the Action, except such proceedings as may be necessary to implement and complete this Settlement Agreement, in abeyance pending the Settlement Fairness Hearing to be conducted by the Court.

53. This Settlement Agreement, as approved by the Court, may be amended or modified only by a written instrument signed by Class Counsel on behalf of the Settlement Class, and Defendants or their successors-in-interest, and as approved by the Court.

54. This Settlement Agreement constitutes the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

55. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate the terms hereof, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their respective counsel shall cooperate with each other and use their best efforts to effect the implementation of this Settlement Agreement. In the event the Parties are unable to reach agreement on the form or

content of any document needed to implement this Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties agree to seek the assistance of the Court to resolve such disagreement. The person signing this Settlement Agreement on behalf of each of the Defendants represents and warrants that he or she is authorized to sign this Settlement Agreement on behalf of such Defendant.

56. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

57. All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

58. All notices and other communications to be provided or made to the Parties and/or Counsel for the Parties by the Claims Administrator under the terms of this Settlement Agreement shall be e-mailed and delivered personally or mailed via guaranteed next business day delivery, postage prepaid, addressed as follows:

**Class Counsel**

Enrique Martínez  
**LAW OFFICES OF JOHN E. HILL**  
333 Hegenberger Road, Ste. 500  
Oakland, CA 94621  
emartinez15@comcast.net

**Counsel for Defendants**

Kevin B. Piercy  
**RAIMONDO | MILLER, A LAW CORPORATION**  
P. O. Box 28100  
Fresno, CA 93729-8100  
kbp@raimondomiller.com

Copies of any notices shall also be sent via e-mail to the above e-mail addresses, but email alone shall not be effective service.

59. This Settlement Agreement may be executed in one or more counterparts and by scanned or facsimile signatures (which shall be deemed originals). All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves signed counterparts.

60. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement Agreement through good faith

negotiations, taking into account all relevant factors, present and potential.

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

62. Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made of this Settlement Agreement, the same shall not be construed against any of the Parties.

63. The Named Plaintiff agrees to sign this Settlement Agreement and by signing this Settlement Agreement is bound by the terms herein stated and further agrees not to object to any of the terms of this Settlement Agreement.

64. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Eligible Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. Each Party has relied on its own independent tax counsel for advice in connection with the tax implications of this Settlement Agreement.

65. To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Class Action or the liability of the Parties resulting from the allegations of the Class Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Class Action and over all Parties and Eligible Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement.

**NAMED PLAINTIFF**

Dated: 12/01/2023

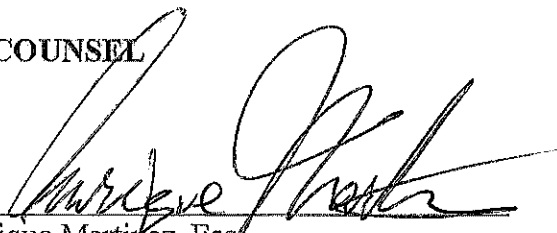


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RAFAEL MAYO



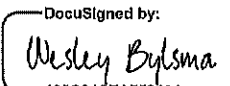
**CLASS COUNSEL**

Dated: 11/30/2023

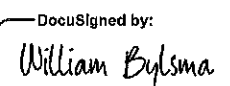
  
Enrique Martinez, Esq.  
LAW OFFICES OF JOHN E. HILL

**DEFENDANTS**

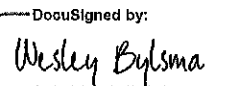
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**COUNSEL FOR DEFENDANTS**

Dated: 11/28/23

  
By: \_\_\_\_\_  
Kevin B. Piercy, Esq.  
RAIMONDO | MILLER,  
A LAW CORPORATION