

1 **ACKERMANN & TILAJEF, P.C.**  
2 Craig J. Ackermann, Esq. (SBN 229832)  
3 [cja@ackermanntilajef.com](mailto:cja@ackermanntilajef.com)  
4 1180 South Beverly Drive, Suite 610  
5 Los Angeles, California 90035  
6 Telephone: (310) 277-0614  
7 Facsimile: (310) 277-0635

8 **MELMED LAW GROUP P.C.**  
9 Jonathan Melmed, Esq. (SBN 290218)  
10 [jm@melmedlaw.com](mailto:jm@melmedlaw.com)  
11 1801 Century Park East, Suite 850  
12 Los Angeles, California 90067  
13 Telephone: (310) 824-3828  
14 Facsimile: (310) 862-6851

15 *Attorneys for Plaintiff, the Putative Class, and Aggrieved Employees*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF MERCED**

18 HILARIO BANUELOS SOTO, on behalf of  
19 himself and all others similarly situated,

20 Plaintiff,

21 v.

22 BRITZ FARMING CORP, a California  
23 Corporation; and DOES 1 through 20,  
24 inclusive;

25 Defendant.

26 **CASE NO. 19CV-04182**

27 **JOINT STIPULATION OF SETTLEMENT AND  
28 RELEASE OF CLASS ACTION**

1 This Joint Stipulation of Settlement and Release of Class Action (“Stipulation”) is made and  
2 entered into by Plaintiff Hilario Banuelos Soto (“Plaintiff”), individually and as a representative of the  
3 Settlement Class, as defined below, and Britz Farming Corp. (“Defendant”) (Plaintiff and Defendant are  
4 collectively referred to herein as “the Parties”). This Stipulation is subject to the approval of the Court,  
5 pursuant to California Rules of Court, Rule 3.769(c), (d) and (e), and is made for the sole purpose of  
6 attempting to consummate settlement of the Action on a class-wide basis subject to the following terms  
7 and conditions. As detailed below, in the event the Court does not enter an order granting final approval  
8 of the Class Settlement, as defined below, or the conditions precedent are not met for any reason, this  
9 Stipulation is void and of no force or effect whatsoever.

10 **I. DEFINITIONS**

11 As used in this Stipulation, the following terms shall have the meanings specified below. To the  
12 extent terms or phrases used in this Stipulation are not specifically defined below, but are defined  
13 elsewhere in this Stipulation, they are incorporated by reference into this definition section.

14 **1. Action.** “Action” shall mean the following civil action: *Hilario Banuelos Soto v. Britz*  
15 *Farming Corp, et al.*, Case No. 19CV-04182, filed on or around September 25, 2019 in the Superior  
16 Court of California for the County of Merced.

17 **2. Administrative Expenses.** “Administrative Expenses” shall include all costs and  
18 expenses associated with and paid to CPT Group, Inc.

19 **3. Claims.** “Claims” shall mean the claims asserted in the Class and Representative Action  
20 Complaint which are Defendant’s alleged: (1) failure to pay wages for all hours worked; (2) failure to  
21 pay overtime wages; (3) failure to authorize or permit paid rest periods and/or pay rest period premiums;  
22 (4) failure to provide compliant meal periods and/or pay meal period premiums; (5) failure to reimburse  
23 for business expenses; (6) failure to provide complete and accurate wage statements to its current and  
24 former employees; (7) waiting time penalties; (8) unfair business practices based on the foregoing; and  
25 (9) PAGA and other penalties based on the foregoing.

26 **4. Class or Settlement Class.** “Class” or “Settlement Class” shall mean “*all individuals*  
27 *who are or were employed as hourly, non-exempt employees by Defendant or its predecessor, merged*  
28 *or related entities in California from September 25, 2015 through February 4, 2020.*” Defendant

1 represents that there are approximately 480 Class Members that worked a total of approximately 41,933  
2 workweeks.

3       **5. Class Counsel.** “Class Counsel” shall mean Jonathan Melmed of Melmed Law Group  
4 P.C., and Craig Ackermann of Ackermann & Tilajef, P.C.,

5       **6. Class Attorney Fees and Expenses.** “Class Attorney Fees and Expenses” shall mean  
6 Class Counsel’s attorney fees and expenses as set forth in Section IV, Paragraph 6.

7       **7. Class Member or Settlement Class Member.** “Class Member” or “Settlement Class  
8 Member” shall mean any person who is a member of the Settlement Class, or, if such person is  
9 incompetent or deceased, the person's legal guardian, executor, heir or successor-in-interest.

10       **8. Class Notice.** “Class Notice” shall mean the Notice of Proposed Class Action Settlement  
11 and Hearing Date for Court Approval, as set forth in the form of **Exhibit 1** attached hereto, or as  
12 otherwise approved by the Court, which is to be mailed to Class Members along with the Share Form.

13       **9. Share Form.** “Share Form” shall mean the Share Form, as set forth in the form of  
14 **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class  
15 Members along with the Class Notice.

16       **10. Class Participants.** “Class Participants” shall mean any and all Class Members who do  
17 not timely Opt-Out of the Class Settlement.

18       **11. Class Period.** “Class Period” shall mean the period from September 25, 2015 through  
19 February 4, 2020.

20       **12. Class Representative.** “Class Representative” shall mean Plaintiff Hilario Banuelos  
21 Soto.

22       **13. Class Settlement.** “Class Settlement” shall mean the settlement embodied in this  
23 Stipulation, which is subject to Court approval.

24       **14. Complaint.** “Complaint” shall mean the Class and Representative Action Complaint  
25 filed in Merced County Superior Court on or around September 25, 2019, Case No. 19CV-04182.

26       **15. Court.** “Court” shall mean the Superior Court of Merced County.

27       **16. Defense Counsel.** “Defense Counsel” shall mean Patrick S. Moody of Barsamian &  
28 Moody at 1141 West Shaw Avenue, Suite 104, Fresno, California 93711.

1           **17. Effective Date.** “Effective Date” shall be the date the Court’s order approving the  
2 settlement and judgment thereon (“Judgment”) becomes final. For purposes of the Settlement  
3 Agreement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the date  
4 that the court enters its order granting final approval; (ii) if an appeal is filed, the date affirmance of an  
5 appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any  
6 appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal  
7 decision relating to the Judgment. In the event no objections are filed, the Effective Date shall be the  
8 date that the Court enters its order granting final approval.

9           **18. Employee’s Taxes and Required Withholding.** “Employee’s Taxes and Required  
10 Withholding” shall mean the employee’s share of any and all applicable federal, state or local payroll  
11 taxes, including those collected under authority of the Federal Insurance Contributions Act (“FICA”),  
12 FUTA and/or SUTA on the portion of any Class Participant’s Individual Settlement Amount that  
13 constitutes wages as set forth in section IV, paragraph 4. The Employee’s Taxes and Requirement  
14 Withholdings will be withheld from and paid out of the Net Settlement Amount.

15           **19. Employer’s Taxes.** “Employer’s Taxes” shall mean and refer to Defendant’s share of  
16 payroll taxes (e.g. UI, ETT, Social Security and Medicare taxes) that is owed on the portion of any Class  
17 Participant’s Individual Settlement Amount that constitutes wages as set forth in section IV, paragraph  
18 4. The Employer’s Taxes shall be separately paid by Defendant and shall not be paid from the Gross  
19 Settlement Amount or Net Settlement Amount.

20           **20. Final Approval and Fairness Hearing.** “Final Approval and Fairness Hearing” shall  
21 mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class  
22 Settlement.

23           **21. Defendant.** “Defendant” shall mean Britz Farming Corp.

24           **22. Hearing on Preliminary Approval.** “Hearing on Preliminary Approval” shall mean the  
25 hearing held on the motion for preliminary approval of the Class Settlement.

26           **23. Individual Settlement Amount.** “Individual Settlement Amount” shall mean the  
27 amount which is ultimately distributed to each Class Participant, net of any Employee’s Taxes and  
28 Required Withholdings.

1           **24. Plaintiff.** “Plaintiff” shall mean the named Plaintiff Hilario Banuelos Soto.

2           **25. Net Settlement Amount.** “Net Settlement Amount” shall mean the Gross Settlement  
3 Amount minus Class Attorney Fees and Expenses, Plaintiff’s Incentive Award, Settlement  
4 Administration Costs, and 75% of the PAGA Payment payable to the California Labor and Workforce  
5 Development Agency (“LWDA”).

6           **26. Opt-Out(s).** “Opt-Out(s)” shall mean any and all persons who timely and validly request  
7 exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than  
8 the Response Deadline.

9           **27. Parties.** “Parties” shall mean Plaintiff and Defendant.

10           **28. Preliminary Approval Date.** “Preliminary Approval Date” shall mean the date upon  
11 which the Court enters an order preliminarily approving this Stipulation.

12           **29. Released Claims.** “Released Claims” shall mean all claims arising during the Class  
13 Period alleged in Plaintiffs’ Complaint based on the facts alleged in the Complaint, including claims for  
14 failure to provide meal and/or rest periods, failure to pay for all hours worked, failure to pay overtime  
15 wages, failure to pay wages timely (within 7 days of the close of each pay period), failure to issue  
16 itemized wage statements, failure to reimburse business expenses, failure to maintain records, waiting  
17 time penalties, derivative UCL violations, and derivative penalties pursuant to PAGA based on the  
18 foregoing, in alleged violation of Labor Code sections 201-203, 204, 210, 226, 226.7, 226.3, 510, 512,  
19 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699 et seq., section 17200 of the Business & Professions as  
20 well as attorneys’ fees and costs. The Release Period shall be September 9, 2015 through February 4,  
21 2020. Claims of the Class and/or Subclasses for discrimination, workers’ compensation, wrongful  
22 termination and other unrelated employment-law claims are not encompassed within the Released  
23 Claims.

24           **30. Released Parties.** “Released Parties” shall mean Defendant and each of its past or  
25 present officers, directors, shareholders, employees, agents, principals, heirs, representatives,  
26 accountants, auditors, consultants, insurers and reinsurers, and their respective successors and  
27 predecessors in interest, subsidiaries, affiliates, parent companies and attorneys, and/or any individual  
28 or entity which could be jointly liable with Defendant.

1           **31. Response Deadline.** “Response Deadline” shall mean the date forty-five (45) days  
2 following the date on which the Settlement Administrator first mails Class Notice to the Settlement  
3 Class Members.

4           **32. Incentive Award.** “Incentive Award” shall mean any additional monetary payment  
5 provided to the Class Representative for her efforts and risks on behalf of the Settlement Class in this  
6 Action.

7           **33. PAGA Payment.** “PAGA Payment” means the penalties pursuant to California Labor  
8 Code sections 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”), that the  
9 Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the  
10 Action, which is \$20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor  
11 Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e. \$15,000) to the  
12 LWDA and twenty-five percent (25%) (i.e. \$5,000) to the Net Settlement Amount to be redistributed to  
13 the Participating Class Members. Class Counsel shall give timely notice of the Class Settlement to the  
14 LWDA under Labor Code section 2699(1)(2).

15           **34. Settlement.** “Settlement” shall mean the settlement between the Parties, which is  
16 memorialized in this Stipulation and subject to approval by the Court.

17           **35. Settlement Administrator.** “Settlement Administrator” shall mean CPT Group, Inc.,  
18 which the Parties have agreed will be responsible for administration of the Settlement and related  
19 matters.

20           **36. Gross Settlement Amount.** “Gross Settlement Amount” is the agreed upon non-  
21 reversionary settlement amount totaling \$371,000 to be paid by Defendant in full settlement of the  
22 Released Claims asserted in this case, including the Administrative Expenses, Employee’s Taxes and  
23 Required Withholdings, Class Attorney Fees and Expenses, Incentive Award, and PAGA Payment.  
24 Defendant shall separately pay its share of the Employer’s Taxes in addition to the Gross Settlement  
25 Amount.

26           **37. Stipulation.** “Stipulation” shall mean this Joint Stipulation of Settlement and Release of  
27 Class Action, including any attached exhibits.

28 **II. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

1           **1.     Plaintiff's Claims.** On behalf of the Settlement Class, Plaintiff alleged the following  
2 causes of action: (1) failure to pay wages for all hours worked (Cal. Labor Code §§ 1194, 1194.2, 1197,  
3 1197.1; IWC Wage Order No. 14-2001); (2) failure to pay overtime wages (Cal. Labor Code §§ 510,  
4 1194; IWC Wage Order No. 14-2001); (3) failure to provide paid rest periods and/or pay missed rest  
5 period premiums (Cal. Labor Code § 226.2, 226.7; IWC Wage Order No. 14-2001); (4) failure to provide  
6 compliant meal periods and/or pay missed meal period premiums (Cal. Labor Code §§ 226.7, 512; IWC  
7 Wage Order No. 14-2001); (5) failure to reimburse business expenses (Cal. Labor Code § 2802); (6)  
8 failure to provide complete/accurate wage statements (Cal. Labor Code § 226(a) and 226.3); (7) failure  
9 to pay all wages due to former employees based on the foregoing (Cal. Labor Code § 201 – 203); (8)  
10 derivative UCL violations based on the foregoing (Cal. Bus. & Prof. Code §§ 17200-17204); and (9)  
11 PAGA and other penalties (Cal. Labor Code § 2699, *et seq.*) based on the foregoing.

12           **2.     Discovery, Investigation, and Research.** Class Counsel has conducted a detailed and  
13 comprehensive investigation of the claims asserted against Defendant and of the applicable law. The  
14 informal discovery and investigation has included, among other things, (a) telephonic conferences with  
15 Plaintiff; (b) inspection and analysis of dozens of pages of documents and other information produced  
16 by Plaintiff and Defendant including time sheets, wage statements, and relevant employment policies;  
17 (c) analysis of the legal positions taken by Defendant; (d) investigation into the viability of class  
18 treatment of the claims asserted in the Action; (e) analysis of potential class-wide damages, including  
19 information sufficient to understand Defendant's potential defenses to Plaintiff's claims; (f) research of  
20 the applicable law with respect to the claims asserted in the Complaint and the potential defenses thereto;  
21 and (g) assembling and analyzing of data for calculating damages. In addition, the Parties determined  
22 that the estimated size of the Settlement Class is approximately 480 Class Members.

23           The Class Representative has vigorously prosecuted this case, and Defendant has vigorously  
24 contested it. The Parties have engaged in sufficient investigation and discovery to assess the relative  
25 merits of the claims of the Class Representative and of Defendant's defenses to them.

26           **3.     Allegations of the Class Representative and Benefits of Class Settlement.** The  
27 discovery and investigation conducted in this matter, as well as discussions between counsel, have been  
28 adequate to give the Class Representative and Class Counsel a sound understanding of the merits of

1 their positions and to evaluate the worth of the claims of the Settlement Class. The information  
2 exchanged by the Parties through informal discovery and settlement discussions are sufficient to reliably  
3 assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable  
4 basis.

5 Plaintiff and Class Counsel believe that the claims, causes of action, allegations and contentions  
6 asserted in the Action have merit. However, Plaintiff and Class Counsel recognize and acknowledge  
7 the expense and delay of continued lengthy proceedings necessary to prosecute the Action against  
8 Defendant through trial and through appeals. Class Counsel has taken into account the uncertain  
9 outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as the  
10 difficulties and delays inherent in such litigation, and the potential difficulty of obtaining certification  
11 of the Action as well as trying the claims of the class. Class Counsel is mindful of the potential problems  
12 of proof under, and possible defenses to, the claims alleged in the Action.

13 Class Counsel believes that the Settlement set forth in this Stipulation confers substantial benefits  
14 upon Plaintiff and the Settlement Class Members and that an independent review of this Stipulation by  
15 the Court in the approval process will confirm this conclusion. Based on their own independent  
16 investigation and evaluation, Class Counsel has determined that the Settlement set forth in the  
17 Stipulation is in the best interests of Plaintiff and the Settlement Class Members.

18 **4. Defendant's Denials of Wrongdoing and Liability.** Defendant has denied and  
19 continues to deny each and all of the allegations, claims, and contentions alleged by Plaintiff in the  
20 Action. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability  
21 against it arising out of any of the conduct, statements, acts or omissions alleged in the Action.  
22 Defendant contends that it complied in good faith with California and federal wage and hour laws and  
23 has dealt legally and fairly with Plaintiff and Settlement Class Members. Defendant further denies that,  
24 for any purpose other than settling this Action, these claims are appropriate for class or representative  
25 treatment. Nonetheless, Defendant has concluded that further proceedings in the Action would be  
26 protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner  
27 and upon the terms and conditions set forth in this Stipulation in order to dispose of burdensome and  
28 protracted litigation, to permit the operation of Defendant's business without further expensive litigation



1 and the distraction and diversion of its personnel with respect to matters at issue in the Action.  
2 Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially in  
3 complex cases such as the Action. Defendant has, therefore, determined that it is desirable and beneficial  
4 to it that the Action be settled in the manner and upon the terms and conditions set forth in this  
5 Stipulation.

6 **5. Intent of the Class Settlement.** The Class Settlement set forth herein intends to achieve  
7 the following: (1) entry of an order approving the Class Settlement; (2) entry of judgment of the Action;  
8 (3) discharge of Released Parties from liability for any and all of the Released Claims; and (4) discharge  
9 of Plaintiff from liability for any and all claims arising out of the Action.

10 **III. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS**  
11 **COUNSEL**

12 **1. The Settlement Class.** For the purposes of this Stipulation and the Class Settlement of  
13 this Action only, the Parties stipulate to conditional class certification of the Settlement Class.  
14 Defendant's counsel believes this conditional certification is appropriate because the Released Claims  
15 are being compromised without need to establish the elements of those claims on which liability turns.

16 **2. Appointment of Class Counsel.** For purposes of this Stipulation and subject to the  
17 Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the  
18 Class and the effectuation of the Class Settlement pursuant to this Stipulation.

19 **IV. CLASS SETTLEMENT CONSIDERATION**

20 **1. Settlement Amount.** The Parties agree to settle this Action for the Gross Settlement  
21 Amount of \$371,000. There shall be no reversion to Defendant. The Gross Settlement Amount and  
22 other actions and forbearances taken by Defendant shall constitute adequate consideration for the Class  
23 Settlement and will be made in full and final settlement of: (a) the Released Claims, (b) Class Attorney  
24 Fees and Expenses, (c) Administrative Expenses, (d) Incentive Award, (e) PAGA Payment; and (f) any  
25 other obligation of Defendant under this Stipulation (other than the Employer's Taxes on the portion of  
26 the Net Settlement Amount allocated to the payment of wages). After the court issues an order  
27 preliminarily approving this Class Settlement, the Settlement Administrator will distribute the Class  
28 Notice to the Settlement Class Members, which shall describe the terms of the Class Settlement and

1 procedures to opt out, object or participate in the Class Settlement as well as the Share Form, which  
2 shall identify the Settlement Class Member, the weeks worked by each Settlement Class Member, as  
3 well as the estimated amount of the Individual Settlement Amount the Settlement Class Member can  
4 expect to receive once the Class Settlement becomes Effective. Settlement Class Members shall be given  
5 the opportunity to challenge their weeks worked information.

6       **2. Incentive Award for Plaintiff.** Plaintiff may petition the Court to approve an Incentive  
7 Award in an amount up to \$10,000.00 for Plaintiff's efforts on behalf of the Settlement Class in this  
8 Action, including assisting in the investigation and consulting with Class Counsel and providing crucial  
9 documents to Class Counsel. Defendant shall not oppose any request by Plaintiff for an Incentive Award  
10 in such an amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from the Gross  
11 Settlement Amount and shall be in addition to any distribution to which she may otherwise be entitled  
12 as a Class Participant. The Incentive Award shall not be considered wages, and the Settlement  
13 Administrator shall issue Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff shall be  
14 responsible for the payment of any and all taxes with respect to her Incentive Award and shall hold  
15 Defendant harmless from any and all liability with regard thereto.

16       **3. Payment to Class Participants.** Each Class Participant shall be eligible to receive  
17 payment of the Individual Settlement Amount, which is a share of the Net Settlement Amount based on  
18 the pro rata number of weeks worked by the Settlement Class Members during the Class Period as a  
19 proportion of all weeks worked by all Settlement Class Members. The Individual Settlement Amount  
20 for each Settlement Class Member shall be calculated in accordance with section VII, paragraph 2. Each  
21 Class Participant, including Plaintiff, shall be responsible for the payment of the Employee's Taxes and  
22 Required Withholding with respect to his or her Individual Settlement Amount and shall hold Defendant  
23 harmless from any and all liability with regard thereto.

24       **4. Tax Treatment and Payment.** For the purpose of calculating Employee's Taxes and  
25 Required Withholding for the Individual Settlement Amounts for Class Participants (including any  
26 payments to the Class Representative but exclusive of her Incentive Award), the Parties agree that 20%  
27 of each Individual Settlement Amount shall constitute wages in the form of back pay (and each Class  
28 Participant will be issued an IRS Form W-2 for such payment to him or her), and 80% of each Individual

1 Settlement Amount shall constitute penalties and interest (and each Class Participant will be issued an  
2 IRS Form 1099 for such payment to him or her). Prior to final distribution, the Settlement Administrator  
3 shall calculate the total Employee's Taxes and Required Withholding due as a result of the wage portion  
4 of Class Participants' anticipated Individual Settlement Amounts and such actual amount will be  
5 deducted from the Net Settlement Amount. Additionally, prior to the funding of the Gross Settlement  
6 Sum and final distribution, the Settlement Administrator shall calculate the total Employer's Taxes due  
7 on the wage portion of the Class Participants' Individual Settlement Amounts and issue instructions to  
8 Defendant to separately fund these tax obligations/withholdings. The Parties understand that Plaintiff  
9 and the Class Participants who receive any payment pursuant to this Stipulation shall be solely  
10 responsible for any and all other individual tax obligations associated with this Class Settlement.

11 **5. No Effect on Employee Benefit Plans.** Neither the Class Settlement nor any amounts  
12 paid under the Class Settlement will modify any previously credited hours, days, or weeks of service  
13 under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will  
14 not form the basis for additional contributions to, benefits under, or any other monetary entitlement  
15 under Defendant's sponsored benefit plans, policies or bonus programs. The payments made under the  
16 terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis, as  
17 salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's  
18 benefit plan, policy or bonus programs. Defendant retains the right to modify the language of its benefits  
19 plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant  
20 to this Stipulation are not for "weeks worked," "weeks paid," "weeks of service," or any similar  
21 measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility,  
22 vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not  
23 required by this Stipulation. Defendant does not consider the Class Settlement payments  
24 "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefit plans,  
25 policies, or bonus programs, or any other plan sponsored by Defendant.

26 **6. Class Attorney Fees and Expenses.** As part of the motion for final approval of the Class  
27 Settlement, Class Counsel may submit an application for an award of Class Attorney Fees and Expenses  
28 with the fee portion not to exceed one third of the Gross Settlement Amount (*i.e.*, \$123,666.67) and the

1 award of costs and expenses of up to an additional \$10,000.00. Defendant agrees not to object to any  
2 such fee, cost or expense application in those amounts. As a condition of this Class Settlement, Class  
3 Counsel has agreed to pursue fees only in the manner reflected by this Section. Any Class Attorney  
4 Fees and Expenses awarded by the Court shall be paid from the Gross Settlement Amount in arriving at  
5 the Net Settlement Amount and shall not constitute payment to any Settlement Class Members. If Class  
6 Counsel voluntarily reduces the request for Class Attorney Fees or Expenses or the Court's award of  
7 Class Attorney Fees or Expenses is less than set forth above, the Net Settlement Amount shall be  
8 recalculated to reflect the actual Class Attorney Fees and Expenses awarded.

9 The Class Attorney Fees and Expenses approved by the Court shall encompass: (a) all work  
10 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent  
11 the Settlement Class through the date of this Stipulation; (b) all work to be performed and costs to be  
12 incurred in connection with approval by the Court of the Class Settlement; (c) all work to be performed  
13 and costs and expenses, if any, incurred in connection with administering the Class Settlement through  
14 the Effective Date and dismissal of the Action, with prejudice; and (d) may be based on the Catalyst  
15 Theory and/or Common Fund Doctrine.

16 **V. CLAIMS ADMINISTRATION COSTS AND EXPENSES**

17 **1. The Settlement Administrator's Costs and Expenses.** All reasonable costs and  
18 expenses in an amount not to exceed \$15,000 for the Settlement Administrator in connection with its  
19 administration of the Class Settlement, including, but not limited to, providing the Class Notice, locating  
20 Settlement Class Members, processing Opt-Out requests and objections, distributing the portion of the  
21 PAGA Payment payable to the LWDA, and calculating, administering and distributing Individual  
22 Settlement Amounts to the Class Participants and related tax forms, shall be paid from the Gross  
23 Settlement Amount.

24 **2. Payment by Defendant.** The Settlement Administrator will calculate the Defendant's  
25 portion of taxes, if any, and inform Defendant of the total amount of such taxes within five days after  
26 the Effective Date. Defendant shall deposit the Gross Settlement Amount with the Settlement  
27 Administrator within 10 calendar days of the Effective Date.

28 **VI. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS**

1           **1.     The Settlement Administrator.** The Settlement Administrator will be responsible for  
2 mailing the Class Notice and Share Form (**Exhibits 1 and 2**) to Settlement Class Members, handling  
3 inquiries from Settlement Class Members concerning the Class Notice, determination of Individual  
4 Settlement Amounts, maintaining the settlement funds in an appropriate interest bearing account,  
5 preparing, administrating and distributing Individual Settlement Amounts to Class Participants, issuing  
6 a final report and performing such other duties as the Parties may direct.

7           On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and  
8 Defense Counsel summary information updating them as to the number of validated and timely  
9 objections and Opt-Out Requests. The Settlement Administrator will serve on Class Counsel and  
10 Defense Counsel via e-mail date-stamped copies of the original Opt-Outs and objections no later than  
11 seven days after their receipt. The Settlement Administrator will provide Class Counsel with proof of  
12 mailing of the Class Notice, without listing individual Class Member names which the Settlement  
13 Administrator will file with the Court at the time Class Counsel files its motion in support of the Court's  
14 Final Approval and Fairness Hearing. No later than seven days prior to the Final Approval and Fairness  
15 Hearing, the Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel  
16 a report with summary information regarding (a) the total amount of final Individual Settlement  
17 Amounts of each Class Participant (b) the number of Class Participants to receive such payments, and  
18 (c) the final number of Opt-Outs and objections.

19           Prior to the calculation and distribution of the Individual Settlement Amounts, the Settlement  
20 Administrator shall calculate the total Administrative Expenses through the conclusion of their services  
21 and such actual amount will be deducted from the Gross Settlement Amount prior to the final calculation  
22 of the Individual Settlement Amounts.

23           **2.     Notice to Settlement Class Members.** Notice shall be provided to Settlement Class  
24 Members in the following manner: Within 14 days after the Preliminary Approval Date, Defendant  
25 shall provide the Settlement Administrator with an updated list of Class Members containing names,  
26 social security numbers, dates of employment, last-known addresses and phone numbers (the  
27 "Database"). The Database shall be marked "Confidential –Settlement Administrator's Eyes Only."  
28 Class Counsel shall not receive a copy of this list.

1           Within 28 days following the Preliminary Approval Date, the Settlement Administrator shall  
2 determine the number of weeks worked for each Settlement Class Member, populate the Settlement  
3 Class for each accordingly, and send each Settlement Class Member the Class Notice via first-class,  
4 United States mail. The Class Notice shall also contain an easily understood statement alerting the Class  
5 Members that, unless they elect to Opt-Out of the Class Settlement, the Settlement Class Member is  
6 releasing and waiving all Released Claims against the Released Parties.

7           The Class Notice will inform Settlement Class Members of his/her estimated share of the  
8 settlement and the number of weeks he/she worked during the Class Period. Class Members may dispute  
9 their weeks worked if they believe they worked more weeks in the Class Period than Defendant's records  
10 show by submitting information to the Settlement Administrator no later than 45 days after being mailed  
11 the Class Notice and Share Form by the Settlement Administrator, which is the defined Response  
12 Deadline. The Settlement Administrator will jointly work with Plaintiff and Defendant to resolve the  
13 dispute in good faith. If Plaintiff and Defendant cannot agree over the workweeks to be credited, the  
14 Settlement Administrator shall make the final decision based on the information presented by the  
15 Settlement Class Member and Defendant.

16           **3.     Opt-Out Procedure.** Settlement Class Members who do not timely Opt-Out of the Class  
17 Settlement will be deemed to participate in the Class Settlement and shall become a Class Participant  
18 without having to submit a claim form or take any other action. In order to Opt-Out of the Class  
19 Settlement, the Settlement Class Member must submit a letter or postcard to the Settlement  
20 Administrator by the Response Deadline. The Opt-Out request must state the Settlement Class  
21 Member's name, address, telephone number, and signature. The Opt-Out request should state to the  
22 effect of: "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE HILARIO  
23 BANUELOS SOTO V. BRITZ FARMING CORP. LAWSUIT. I UNDERSTAND THAT IF I ASK  
24 TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY  
25 FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY  
26 CLAIMS I MIGHT HAVE." Any Opt-Out request that is not postmarked by the Response Deadline  
27 will be invalid. In the event that, prior to the Response Deadline, any Class Notice mailed to a Settlement  
28 Class Member is returned as having been undelivered by the U.S. Postal Service, the Settlement

1 Administrator shall perform a skip trace search and seek an address correction for such Settlement Class  
2 Member(s), and a second Class Notice will be sent to any new or different address obtained. Such  
3 Settlement Class Member(s) shall have an additional 14 days in which to Opt-Out.

4 It will be presumed that, if an envelope containing the Class Notice has not been returned within  
5 28 days of the mailing, the Settlement Class Member received the Class Notice. At least 30 days prior  
6 to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class Counsel  
7 and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the  
8 mailing of the Class Notice and its attempts to locate Class Members. The declaration shall specify the  
9 number of Settlement Class Members to whom Class Notices were sent and the number of Settlement  
10 Class Members to whom Class Notices were not delivered, as well as information relating to the number  
11 of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

12 If the Settlement Administrator determines that an Opt-Out request returned by a Settlement  
13 Class Member before the Response Deadline is deficient, then the Settlement Administrator shall mail  
14 a deficiency letter to that Settlement Class Member identifying the problem. If a Settlement Class  
15 Member submits both a dispute and an Opt-Out request, the Settlement Administrator shall make  
16 reasonable attempts to clarify as if the Opt-Out request were deficient. If the Class Member fails to cure  
17 the deficiency, the Opt-Out request shall be disregarded and the claim will be paid, and the Class  
18 Member will become bound by the judgment.

19 Those Settlement Class Members who do not timely Opt-Out will be bound by the Release of  
20 Released Claims set forth in Section I, Paragraph 29 of this Stipulation.

21 **4. Objections.** The Class Notice shall inform the Settlement Class Members of their right  
22 to object to the Class Settlement. Any Settlement Class Member who wishes to object to the Class  
23 Settlement must submit a written objection to the Settlement Administrator no later than the Response  
24 Deadline. The objection must include the case name and number and must set forth, in clear and concise  
25 terms, a statement of the reasons why the objector believes that the Court should find that the proposed  
26 Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class  
27 Settlement should not be approved, including the legal and factual arguments supporting the objection.  
28 If an objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an

1 attorney, he or she *must also* file a notice of intention to appear at the same time as the objection is filed.  
2 The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear  
3 on Class Counsel and Defense Counsel. Unless otherwise ordered by the Court, Settlement Class  
4 Members shall not be entitled to appear and or object at the Final Approval Hearing unless they have  
5 submitted a timely written objection and notice of intention to appear pursuant to this Section.  
6 Settlement Class Members who have properly and timely submitted objections may appear at the Final  
7 Approval Hearing, either in person or through a lawyer retained at their own expense.

8 **VII. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

9 **1. Allocation of the Gross Settlement Amount.** The claims of all Settlement Class  
10 Members are settled for the Gross Settlement Amount of \$371,000.00, which will be allocated as  
11 follows:

- 12 a. Reasonable Settlement Administration Costs up to \$15,000;
- 13 b. The Class Attorney Fees and Expenses not to exceed \$123,666.67 in fees and expenses  
14 not to exceed \$10,000.00;
- 15 c. The Incentive Award, not to exceed \$10,000.00
- 16 d. PAGA Payment of \$20,000.00, of which \$15,000.00 shall be paid to the LWDA and the  
17 remainder shall revert to the Net Settlement Amount to be distributed to the Participating Class  
18 Members.

19 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement  
20 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values in  
21 Section 1(a-d) prior to sending Notice to the Settlement Class Members. Prior to final distribution, the  
22 Settlement Administrator shall calculate the final Net Settlement Amount based on the actual values in  
23 Section 1 (a-d).

24 **2. Calculation of the Individual Settlement Amounts.** Individual Settlement Amounts to  
25 be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net  
26 Settlement Amount payable to each Class Participant will be calculated as follows:

27 The Settlement Administrator shall divide the Net Settlement Amount by the total number of  
28 workweeks Settlement Class Members were employed during the Class Period, in order to determine



1 the amount each Settlement Class Member is entitled to for each workweek s/he was employed by  
2 Defendant (the “Weekly Amount”). The Settlement Administrator will multiply the Weekly Amount  
3 by the total number of workweeks that each Settlement Class Member was employed and deduct all  
4 Employee’s Taxes and Required Withholding attributable to wages to arrive at the Individual Settlement  
5 Amount for that Class Member.

6 Defendant will provide the Settlement Administrator with any information reasonably necessary  
7 to perform the calculation of number of weeks worked for each Settlement Class Member, and any other  
8 reasonably required information the Settlement Administrator requests to perform the calculations  
9 required under this Settlement Agreement. Defendant shall have no responsibility for deciding the  
10 validity of the Individual Settlement Amounts or any other payments made pursuant to this Stipulation,  
11 shall have no involvement in or responsibility for the determination or payment of Employee’s Taxes  
12 and Required Withholding, and shall have no liability for any errors made with respect to such  
13 Employee’s Taxes and Required Withholding. Although the Settlement Administrator will calculate  
14 and pay the standard Employee’s Taxes and Required Withholding on the portion of the Individual  
15 Settlement Amounts constituting wages on their behalf, Plaintiff and Class Participants represent and  
16 understand that they shall be solely responsible for any and all tax obligation associated with their  
17 respective Individual Settlement Amounts and Incentive Awards.

18 **3. Time for Payment of Attorney Fees and Expenses to Class Counsel.** The Settlement  
19 Administrator shall distribute to Class Counsel any attorney fees and expenses approved by the Court  
20 to Class Counsel no later than 20 calendar days after the Effective Date.

21 **4. Time for Payment of Incentive Award to Class Representative.** The Settlement  
22 Administrator shall distribute to Plaintiff the Incentive Award approved by the Court no later than 20  
23 calendar days after the Effective Date.

24 **5. Time for Payment of PAGA Payment to the LWDA.** The Settlement Administrator  
25 shall distribute to the LWDA the portion of the PAGA Payment due to it and approved by the Court no  
26 later than 20 days after the Effective Date.

27 **6. Time for Payment of Taxes and Required Withholding and Individual Settlement**  
28 **Amounts.** The Settlement Administrator shall make every effort to pay the Employee’s Taxes and

1 Required Withholding associated with each Class Participant's Individual Settlement Amount and mail  
2 the Individual Settlement Amount to each Class Participant, by first-class U.S. mail, to the last-known  
3 address no later than 15 days after Defendant deposits the Gross Settlement Amount with the Settlement  
4 Administrator. If the Settlement Administrator is not able to do so within the time period set forth above,  
5 it shall so inform Class Counsel and Defense Counsel and provide an approximate date by which the  
6 Employee's Taxes and Required Withholding shall be paid and the Individual Settlement Amounts will  
7 be mailed. Under no circumstances shall the Settlement Administrator distribute checks to Class  
8 Participants until all Individual Settlement Amounts have been considered, calculated, and accounted  
9 for, and the all of the remaining monetary obligations have been calculated and accounted for. Within  
10 120 days of the Effective Date, the Settlement Administrator shall file with the Court and provide to  
11 Class Counsel a declaration of payment.

12 In the event that any Class Participant is deceased, payment shall be made payable to the estate  
13 of that Settlement Class Member and delivered to the executor or administrator of that estate, unless the  
14 Settlement Administrator has received an affidavit or declaration pursuant to Cal. Probate Code § 13101,  
15 in which case payment shall be made to the affiant(s) or declarant(s).

16 **7. Non-Cashed Settlement Checks.** Any funds associated with checks that have not been  
17 cashed within 90 days, shall be distributed pursuant to CCP 384 (*i.e.*, to a *cy pres* to be agreed upon by  
18 the parties and approved by the Court).

## 19 **VIII. NULLIFICATION OF THIS STIPULATION**

20 **1. Non-Approval of the Stipulation.** If (a) the Court should for any reason fail to approve  
21 this Stipulation in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter  
22 a judgment with prejudice of the Action, or (c) the approval of the Class Settlement and judgment is  
23 reversed, modified or declared or rendered void, then the Class Settlement and conditional class  
24 certification shall be considered null and void, and neither the Class Settlement, conditional class  
25 certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all  
26 Parties to the Class Settlement shall stand in the same position, without prejudice, as if the Class  
27 Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the  
28 Parties may attempt in good faith to cure any perceived defects in the Stipulation to facilitate approval.

1           **2.     Escalator Provision.** In the event that the total workweeks worked by the Class exceeds  
2 47,175 workweeks, then the Gross Settlement Amount shall increase proportionally for every workweek  
3 above 41,933.

4           **3.     Invalidation.** Invalidation of any material portion of the Class Settlement shall  
5 invalidate the Class Settlement in its entirety, unless the Parties shall subsequently agree in writing that  
6 the remaining provisions of the Class Settlement are to remain in full force and effect.

7           **4.     Stay Upon Appeal.** In the event of a timely appeal from the approval of the Class  
8 Settlement and judgment, the judgment shall be stayed, and Defendant shall not be obligated to fund the  
9 Gross Settlement Amount or take any other actions required by this Stipulation until all appeal rights  
10 have been exhausted by operation of law.

11 **IX.    MOTION FOR COURT APPROVAL**

12           **1.     Preliminary Approval.** Class Counsel will submit this Stipulation to the Court along  
13 with a Motion for Preliminary Approval of the Class Settlement. Each party shall cooperate to present  
14 the Class Settlement to the Court for preliminary approval in a timely fashion. The Court's preliminary  
15 approval of the Class Settlement shall be embodied in an order substantially in the form attached hereto  
16 as **Exhibit 3**.

17           **2.     Final Approval.** The Final Approval and Fairness Hearing shall be held before the  
18 Court. At the Final Approval and Fairness Hearing, Plaintiff shall move the Court for the entry of the  
19 final order certifying the Class for settlement purposes only and approving the Class Settlement as being  
20 fair, reasonable and adequate to the Class Participants within the meaning of California Rules of Court,  
21 Rule 3.769(c), (d) and (e) and for the entry of a final judgment of the Action consistent with the terms  
22 of the Class Settlement and California Rule of Court 3.769(h). Class Counsel and Defense Counsel shall  
23 submit to the Court such pleadings and/or evidence as may be required for the Court's determination.

24 **X.    RELEASES AND WAIVERS**

25           **1.     Release of Claims by Settlement Class.** Upon the Effective Date, each Settlement Class  
26 Member who has not submitted a timely Opt-Out request, and Plaintiff, each releases the Released  
27 Parties, and each of them, of and from any and all Released Claims during the Class Period.

28           It is the desire of the Parties and the Settlement Class Members to fully, finally, and forever

1 settle, compromise, and discharge the Released Claims.

2 Each Settlement Class Member, except those who timely Opt-Out, will be bound to the release  
3 of Released Claims as a result of the Class Settlement and to the terms of the final judgment and the  
4 satisfaction of such judgment.

5 Settlement Class Members who do not opt out will be deemed to have acknowledged and agreed  
6 that their claims for wages and/or penalties in the Action are disputed, and that their Individual  
7 Settlement Amount constitutes payment of all sums allegedly due to them. Class Members will be  
8 deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to  
9 the Individual Settlement Amount. That section provides in pertinent part as follows:

10 **“An employer shall not require the execution of a release of a claim or right on account of**  
11 **wages due, or to become due, or made as an advance on wages to be earned, unless payment of**  
12 **those wages has been made.”**

13 **2. Release of Claims by Plaintiff.** Plaintiff, on behalf of himself and his heirs, executors,  
14 administrators, and representatives, shall and does hereby forever release, discharge and agree to hold  
15 harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations,  
16 promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,  
17 losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity,  
18 which she may now have or may have after the signing of this Stipulation, arising out of or in any way  
19 connected with his employment with Defendant including, the Released Claims, claims that were  
20 asserted or could have been asserted in the Complaint, and any and all transactions, occurrences, or  
21 matters between the Parties occurring prior to the date this Stipulation is fully executed. Without  
22 limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims  
23 under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964,  
24 as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age  
25 Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the  
26 Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated  
27 Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical  
28 Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n)

1 the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the  
2 California Civil Code; and (r) any and all other federal, state and local statutes, ordinances, regulations,  
3 rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory  
4 grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of  
5 contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or  
6 negligent infliction of emotional distress, or damages under any other federal, state or local statutes,  
7 ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated,  
8 including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages,  
9 tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney  
10 fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendant  
11 and the Released Parties from any and all claims for attorney fees and costs arising out of the matters  
12 released in this Stipulation.

13 Plaintiff specifically acknowledge that he is aware of and familiar with the provisions of Section  
14 1542, which provides as follows:

15 **A general release does not extend to claims which the creditor does not know or suspect to**  
16 **exist in his or her favor at the time of executing the release, which if known by him or her must**  
17 **have materially affected his or her settlement with the debtor.**

18 Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights and  
19 benefits she may have under Section 1542 as well as any other statutes or common law principles of a  
20 similar effect. Plaintiff may hereafter discover facts in addition to or different from those which she now  
21 knows or believes to be true with respect to the subject matter of all the claims referenced herein, but  
22 stipulates and agrees that, upon the Effective Date, Plaintiff shall and hereby does fully, finally and  
23 forever settle and release any and all claims against the Released Parties, known or unknown, suspected  
24 or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any  
25 theory of law or equity without regard to the subsequent discovery of existence of such different or  
26 additional facts.

27 **XI. DUTIES OF THE PARTIES**  
28

1           **1.     Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to  
2 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be  
3 limited to, execution of such other documents and the taking of such other actions as may reasonably be  
4 necessary to fulfill the terms of this Class Settlement. The Parties shall use their best efforts, including  
5 all efforts contemplated by this Stipulation and any other efforts that may become necessary by court  
6 order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable  
7 after execution of this Stipulation, Class Counsel, with the cooperation of Defendant and Defense  
8 Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this  
9 Stipulation.

10           **2.     Duty to Support and Defend the Class Settlement.** The Parties agree to abide by all  
11 of the terms of the Class Settlement in good faith and to support the Class Settlement fully and to use  
12 their best efforts to defend this Class Settlement from any legal challenge, whether by appeal or collateral  
13 attack.

14           **3.     Duties Prior to Court Approval.** Class Counsel shall promptly submit this Stipulation  
15 to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and  
16 reasonableness. Promptly upon execution of this Stipulation, Class Counsel shall apply to the Court for  
17 the entry of a preliminary order substantially in the form filed concurrently herewith as **Exhibit 3**,  
18 scheduling a hearing on the question of whether the proposed Class Settlement should be approved as  
19 fair, reasonable, and adequate as to the Settlement Class Members, approving as to form and content the  
20 proposed Class Notice and Share Form attached hereto as **Exhibit 1** and **Exhibit 2**, respectively, and  
21 directing the mailing of the Class Notice to Settlement Class Members. While Defendant can reserve  
22 its right to object to facts or assertions made in the moving papers, Defense Counsel shall file a notice  
23 of non-opposition to the granting of the motion for preliminary approval or join in the motion.

24 **XII.   MISCELLANEOUS PROVISIONS**

25           **1.     Voiding the Stipulation.** Pending Court approval and other than as provided in Section  
26 VIII herein, if any of the conditions set forth in this Stipulation are not met and satisfied, this Stipulation  
27 shall, at the option of either Plaintiff or Defendant, be ineffective, void, and of no further force and  
28 effect, and shall not be used or be admissible in any subsequent proceeding, either in this Court or in

1 any other court or forum. If either Party decides to void the Settlement, then the Settlement and  
2 conditional class certification shall be considered void, and neither the Settlement Agreement,  
3 conditional class certification, nor any of the related negotiations or proceedings, shall be of any force  
4 or effect, and the Parties shall stand in the same position, without prejudice, as if this Stipulation had  
5 been neither entered into nor filed with the Court. Should either Party choose to void the Class  
6 Settlement under this paragraph, such Party shall be responsible for all Settlement Administrator fees  
7 and costs actually incurred.

8         **2. Different Facts.** The Parties hereto, and each of them, acknowledge that, except for  
9 matters expressly represented herein, the facts in relation to the dispute and all claims released by the  
10 terms of this Stipulation may turn out to be other than or different from the facts now known by each  
11 party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore  
12 expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this  
13 Stipulation shall be in all respects effective and binding despite such difference.

14         **3. No Prior Assignments.** The Parties represent, covenant, and warrant that they have not  
15 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
16 any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein  
17 released and discharged except as set forth herein.

18         **4. Non-Admission.** Nothing in this Stipulation shall be construed as or deemed to be an  
19 admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party,  
20 or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or  
21 wrongdoing toward the each other or any other person. Each of the Parties has entered into this  
22 Stipulation with the intention to avoid further disputes and litigation with the attendant inconvenience,  
23 expenses, and contingencies. Nothing herein shall constitute any admission by Defendant of  
24 wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall  
25 constitute any admission by Defendant regarding the merits of the Claims in this Action, including but  
26 not limited to claims for unpaid wages under California and/or federal law. Nothing herein shall  
27 constitute an admission by Defendant that the Action was properly brought as a class or representative  
28 action other than for settlement purposes. To the contrary, Defendant has denied and continues to deny

1 each and every material factual allegation and all Claims. To this end, the Class Settlement of the  
2 Action, the negotiation and execution of this Stipulation, and all acts performed or documents executed  
3 pursuant to or in furtherance of this Stipulation or the Class Settlement are not, shall not be deemed to  
4 be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of  
5 Defendant or of the truth of any of the factual allegations in the Complaint in the Action; and are not,  
6 shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission  
7 on the part of Defendant in any civil, criminal or administrative proceeding in any court, administrative  
8 agency or other tribunal.

9       **5.     Media or Press.** Plaintiff and Defendant, and their respective counsel, recognize, and  
10 accept that the Parties to this Stipulation desire that the terms of this Stipulation, the fact of the Class  
11 Settlement embodied in this Stipulation, the disposition of the Action, the Action, and all matters relating  
12 to the litigation of the Action, including discovery proceedings therein, and evidence obtained during  
13 the course of the Action, shall not be discussed with or presented to the media or press.

14       **6.     Non-Retaliation.** Defendant understands and acknowledge that it has a legal obligation  
15 not to retaliate against any Settlement Class Member who elects to participate in the Class Settlement  
16 or elects to Opt-Out of the Class Settlement. Defendant will refer any inquiries regarding this Class  
17 Settlement to the Settlement Administrator or Class Counsel and will not discourage Settlement Class  
18 Members who are employees, directly or indirectly, from making claims, opting out or objecting to the  
19 Class Settlement.

20       **7.     Construction.** The Parties hereto agree that the terms and conditions of this Stipulation  
21 are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that  
22 this Stipulation is not to be construed in favor of or against any party by reason of the extent to which  
23 any party or its counsel participated in the drafting of this Stipulation. If any of the dates in the  
24 Stipulation fall on a weekend, bank or court holiday, the time to act shall be extended to the next business  
25 day.

26       **8.     Governing Law.** This Stipulation is intended to and shall be governed by the laws of  
27 the State of California, without regard to conflict of law principles, in all respects, including execution,  
28 interpretation, performance, and enforcement.



1           **9.     Notices.** Except for Settlement Class Member notices required to be made by the  
2 Settlement Administrator, any and all notices or other communications required or permitted under this  
3 Stipulation shall be in writing and shall be sufficiently given if delivered in person to the party or their  
4 counsel by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the  
5 address of the party appearing in this Stipulation.

6           **10.   Captions and Interpretations.** Section titles or captions contained herein are inserted  
7 as a matter of convenience and for reference only and in no way define, limit, extend, or describe the  
8 scope of this Stipulation or any provision thereof.

9           **11.   Modification.** This Stipulation may not be changed, altered, or modified, except in  
10 writing signed by the Parties and approved by the Court. This Stipulation may not be discharged except  
11 by performance in accordance with its terms or by a writing signed by the Parties.

12           **12.   Integration Clause.** This Stipulation contains the entire agreement between the Parties  
13 relating to the Class Settlement of the Action and the transactions contemplated thereby, and all prior or  
14 contemporaneous agreements, understandings, representations, and statements, whether oral or written,  
15 and whether by a party or such party's legal counsel, are hereby superseded. No rights under this  
16 Stipulation may be waived except in writing as provided above.

17           **13.   Successors and Assigns.** This Stipulation shall be binding upon and inure to the benefit  
18 of the Parties and Settlement Class Members (excluding only persons who timely Opt-Out) and their  
19 respective present and former heirs, trustees, executors, administrators, representatives, officers,  
20 directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors,  
21 consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates,  
22 related companies, joint ventures, predecessors, successors, and assigns.

23           **14.   Corporate Signatories.** Any person executing this Stipulation or any such related  
24 document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises,  
25 for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or  
26 partnership to execute this Stipulation or any such related document.

1           **15.    Execution in Counterparts.** This Stipulation shall become effective upon its execution  
2 by all of the undersigned. The Parties may execute this Stipulation in counterparts, and execution of  
3 counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument.

4           **16.    Attorney Fees, Costs and Expenses.** Except as otherwise specifically provided for  
5 herein, each party shall bear his or its own attorney fees, costs and expenses, taxable or otherwise,  
6 incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other  
7 party to this Stipulation.

8           **17.    Action to Enforce Agreement.** In any suit or court action to enforce the terms of this  
9 Agreement, the prevailing party shall be entitled to recover his or its attorney fees and costs.

10           **IN WITNESS WHEREOF,** the Parties and their counsel have executed this Stipulation on the  
11 date below their signatures or the signature of their representatives. The date of the Stipulation shall be  
12 the date of the latest signature.

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HILARIO BANUELOS SOTO  
*Hilario Banuelos Soto*  
Dated: 3/25/2020

BRITZ FARMING CORP.  
\_\_\_\_\_  
Printed:  
Title:  
Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT**

MELMED LAW GROUP P.C.  
*Jonathan Melmed*  
By: \_\_\_\_\_  
Jonathan Melmed, Esq.  
Attorneys for Plaintiff, the Putative Class,  
and the Aggrieved Employees

BARSAMIAN & MOODY  
By: \_\_\_\_\_  
Patrick S. Moody, Esq.  
Attorneys for Defendant


ACKERMANN & TILAJEF, P.C.  
*Craig Ackermann*  
By: \_\_\_\_\_  
Craig J. Ackermann, Esq.  
Attorneys for Plaintiff, the Putative Class,  
and the Aggrieved Employees

1 HILARIO BANUELOS SOTO  
2 \_\_\_\_\_  
3 Dated: \_\_\_\_\_  
4

BRITZ FARMING CORP.  
Robert Glassman VP  
Printed: ROBERT GLASSMAN  
Title: VICE PRESIDENT  
Dated: MARCH 25 2026

5  
6 **APPROVED AS TO FORM AND CONTENT**  
7

8 MELMED LAW GROUP P.C.  
9 By: \_\_\_\_\_  
Jonathan Melmed, Esq.  
10 Attorneys for Plaintiff, the Putative Class,  
11 and the Aggrieved Employees

BARSAMIAN & MOODY  
By:   
Patrick S. Moody, Esq.  
Attorneys for Defendant

12 ACKERMANN & TILAJEF, P.C.  
13 By: \_\_\_\_\_  
14 Craig J. Ackermann, Esq.  
15 Attorneys for Plaintiff, the Putative Class,  
16 and the Aggrieved Employees

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# EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MERCED**

HILARIO BANUELOS SOTO, on behalf of  
himself and all others similarly situated,  
  
Plaintiff,  
  
v.  
  
BRITZ FARMING CORP, a California  
Corporation; and DOES 1 through 20, inclusive;  
  
Defendant.

**CASE NO. 19CV-04182**

**NOTICE OF PROPOSED CLASS  
ACTION SETTLEMENT AND HEARING  
DATE FOR COURT APPROVAL**

Complaint Filed: September 25, 2019

**To:** all individuals who are or were employed as hourly, non-exempt employees by Britz Farming Corp. or its predecessor, merged or related entities in California from September 25, 2015 through February 4, 2020 (“Class Members”).

**YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT. PLEASE READ THIS  
NOTICE CAREFULLY.**

The settlement involves claims against Britz Farming Corp. (“Defendant”) alleging: (1) failure to pay wages for all hours worked (Cal. Labor Code §§ 1194, 1194.2, 1197, 1197.1; IWC Wage Order No. 14-2001); (2) failure to pay overtime wages (Cal. Labor Code §§ 510, 1194; IWC Wage Order No. 14-2001); (3) failure to provide paid rest periods and/or pay missed rest period premiums (Cal. Labor Code § 226.2, 226.7; IWC Wage Order No. 14-2001); (4) failure to provide compliant meal periods and/or pay missed meal period premiums (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 14-2001); (5) failure to reimburse business expenses (Cal. Labor Code § 2802); (6) failure to provide complete/accurate wage statements (Cal. Labor Code § 226(a) and 226.3); (7) failure to pay all wages due to former employees based on the foregoing (Cal. Labor Code § 201 – 203); (8) derivative UCL violations based on the foregoing (Cal. Bus. & Prof. Code §§ 17200-17204); and (9) PAGA and other penalties (Cal. Labor Code § 2699, *et seq.*) based on the foregoing.

**NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT:** If you are a Class Member (as defined above) and received this Notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you accept your settlement amount, you will release the claims described in Section V below.

**I. INTRODUCTION**

This “NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR

1 COURT APPROVAL” (“NOTICE”) is to inform you that Defendant has agreed to settle a class action  
2 lawsuit on behalf of all Class Members which claimed, among other things, that Defendant violated  
3 various wage and hour laws by failing to pay all minimum and overtime wages for all hours worked,  
4 failing to provide compliant meal and rest periods or to pay meal and rest break premiums, failing to  
5 reimburse for business expenses, failing to pay its former employees all wages due at separation from  
6 employment, failing to issue accurate itemized wage statements, failing to provide employees with  
7 changing areas that are separate and apart from restrooms, violating California Labor Code provisions  
8 forming the basis for a PAGA claim and a class action claim, and violating Section 17200 with respect  
9 to its employees at any time during the period from September 25, 2015 through February 4, 2020 (the  
10 “Class Period”).

11 The Court has granted preliminary approval of the Settlement and the Court ordered this Notice be sent  
12 to you because you may be entitled to money under the Settlement and because the Settlement affects  
13 your legal rights.

## 14 II. DESCRIPTION OF THE LAWSUIT

15 On September 25, 2019, Plaintiff Hilario Banuelos Soto filed his Complaint (“Complaint”) against  
16 Defendant on behalf of the Class Members, in the matter of *Hilario Banuelos Soto v. Britz Farming  
17 Corp, et al.*, in Merced County Superior Court, Case No. 19CV-04182, alleging the following Causes  
18 of Action: (1) failure to pay wages for all hours worked (Cal. Labor Code §§ 1194, 1194.2, 1197, 1197.1;  
19 IWC Wage Order No. 14-2001); (2) failure to pay overtime wages (Cal. Labor Code §§ 510, 1194; IWC  
20 Wage Order No. 14-2001); (3) failure to provide paid rest periods and/or pay missed rest period  
21 premiums (Cal. Labor Code § 226.2, 226.7; IWC Wage Order No. 14-2001); (4) failure to provide  
22 compliant meal periods and/or pay missed meal period premiums (Cal. Labor Code §§ 226.7, 512; IWC  
23 Wage Order No. 14-2001); (5) failure to reimburse business expenses (Cal. Labor Code § 2802); (6)  
24 failure to provide complete/accurate wage statements (Cal. Labor Code § 226(a) and 226.3); (7) failure  
25 to pay all wages due to former employees based on the foregoing (Cal. Labor Code § 201 – 203); (8)  
26 derivative UCL violations based on the foregoing (Cal. Bus. & Prof. Code §§ 17200-17204); and (9)  
27 PAGA and other penalties (Cal. Labor Code § 2699, *et seq.*) based on the foregoing.

28 **Defendant has denied liability, has denied the allegations in the Complaint, and has raised various  
defenses to these claims.** Defendant contends, among other things, that it fully complied with  
California wage and hour laws and provided its employees with the required statutorily mandated wages,  
provided timely off-duty meal and rest breaks, provided reimbursement for business expenses, and  
provided accurate itemized wage statements. Defendant also contends that its employees were  
compensated for all duties performed, and that their employees have been dealt with legally and fairly.  
Defendant wishes to settle this case to avoid costly, disruptive, and time-consuming litigation and does  
not admit to any wrongdoing or liability.

The Court has not ruled on the merits of Plaintiff’s claims. By approving the Settlement and issuing  
this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However,

1 to avoid additional expense, inconvenience, and risks of continued litigation, Defendant and Plaintiff  
2 have concluded that it is in their respective best interests and the interests of the Class Members to settle  
3 the Action on the terms summarized in this Notice. After Defendant provided extensive discovery and  
4 information to counsel for the Class Members, the Settlement was reached after arms-length non-  
5 collusive negotiations between the parties, including a full day of mediation with a highly-experienced  
6 employment law mediator. In these negotiations, both sides recognized the substantial risk of the Court  
7 deciding against them at trial and determined that the Settlement was a fair, reasonable and adequate  
8 way to resolve the disputed claims.

9 The Plaintiff and Class Counsel support this Settlement. Among the reasons for support are the defenses  
10 to liability potentially available to Defendant, the risk of denial of class certification, the inherent risk  
11 of trial on the merits, and the delays and uncertainties associated with litigation.

12 Under this settlement, the following settlement class will be certified under California law:

*All individuals who are or were employed as hourly, non-exempt employees by  
Defendant or its predecessor, merged or related entities in California from September  
25, 2015 through February 4, 2020*

13 Plaintiff Hilario Banuelos Soto and his counsel, Jonathan Melmed, Esq. of Melmed Law Group P.C.,  
14 and Craig Ackermann of Ackermann & Tilajef, P.C. (“Class Counsel”), believe that the settlement  
15 described below is fair, adequate, reasonable and in the best interests of Plaintiff and the Class.

16 On [insert date of preliminary approval], the Court preliminarily approved the settlement and  
17 conditionally certified the settlement class. This Notice is being sent to you because Defendant’s records  
18 indicate that you were employed by Defendant during the Class Period.

**IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL NOT  
AFFECT YOUR EMPLOYMENT.**

19 **California law strictly prohibits retaliation.** Further, Defendant is prohibited by law from taking any  
20 adverse action against or otherwise target, retaliate, or discriminate against any Class Member because  
21 of the Class Member’s participation or decision not to participate in this Settlement.  
22

**III. TERMS OF THE SETTLEMENT**

23 Defendant has agreed to pay \$371,000.00 (the “Settlement Amount”) to resolve claims in the operative  
24 Complaint (“Complaint”).

25 The Parties agreed to the following payments from the Settlement Amount:

26 Settlement Administration Costs. The Court has approved CPT Group, Inc. to act as the “Settlement  
27  
28



1 Administrator,” who is sending this Notice to you and will perform many other duties relating to the  
2 Settlement. Under the Settlement, reasonable costs not to exceed \$15,000 will be paid from the  
3 Settlement Amount to pay the Settlement Administration Costs.

4 Attorneys’ Fees and Expenses. Class Counsel – includes attorneys from Melmed Law Group P.C., and  
5 Ackermann & Tilajef, P.C.– have been prosecuting the Lawsuit on behalf of the Class Members on a  
6 contingency fee basis (that is, without being paid any money to date) and have been paying all litigation  
7 costs and expenses. To date, the parties have aggressively litigated many aspects of the case including  
8 settlement efforts and a full day mediation session. The Court will determine the actual amount awarded  
9 to Class Counsel as attorneys’ fees, which will be paid from the Settlement Amount. Class Members  
10 are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel  
11 will collectively ask for fees of one third (*i.e.*, \$123,666.67) of the Settlement Amount as reasonable  
12 compensation for the work Class Counsel performed and will continue to perform in this Lawsuit. Class  
13 Counsel also will ask for reimbursement of up to \$10,000.00 for the costs Class Counsel incurred in  
14 connection with the Lawsuit.

15 Service Payment to Named Plaintiff and Class Representative. Class Counsel will ask the Court to award  
16 Named Plaintiff and Class Representative Hilario Banuelos Soto a service payment in the amount of  
17 \$10,000 to compensate him for his service and extra work provided on behalf of the Class Members.  
18 The Class Representative also may receive a share of the Settlement as a Class Member.

19 PAGA Payment. The Parties have agreed on a reasonable sum to be paid in settlement of the PAGA  
20 claims included in the Action, which is \$20,000.00. The PAGA Payment is to be approved by the Court  
21 pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) to  
22 the LWDA and twenty-five percent (25%) to the Net Settlement Amount to be distributed to the  
23 Participating Class Members. Class Counsel shall give timely notice of the Class Settlement to the  
24 LWDA under Labor Code section 2699(1)(2).

25 Net Settlement Amount. After deducting the amounts above, the balance of the Settlement Amount will  
26 form the Net Settlement Amount for distribution to the Class Members.

27 You can view the Settlement Agreement and other Court documents related to this case by visiting  
28 [www.CPTGroup.com/xxxxxxx](http://www.CPTGroup.com/xxxxxxx).

**IV. YOUR INDIVIDUAL SHARE OF THE SETTLEMENT AMOUNT**

29 The Individual Settlement Amount for each Class Participant (a Class Member that does not opt-out of  
30 the Settlement) will be calculated as follows. Compensable pay workweeks will be all weeks worked  
31 by all Class Members during the Class Period. The dollars per compensable workweek will be  
32 calculated by dividing the total number of workweeks worked by the Net Settlement Amount to  
33 determine a workweek value. The workweek value will be multiplied by the number of workweeks

1 each Class Member worked during the Class Period to determine the Individual Settlement Amount for  
2 each Class Member. If any Class Member opts-out of the Settlement, his/her share will be distributed  
3 to Class Participants. Twenty percent (20%) of the Settlement Award distributed to each Claimant will  
4 be considered and reported as “wages” (W-2 reporting), and eighty percent (80%) of the Settlement  
5 Award will be distributed to each Claimant as “interest” and as non-wage “penalties” (Form 1099).  
6 Defendant, or their proxies, shall take all usual and customary deductions from the Settlement payments  
7 that are distributed as wages, including, but not limited to, state and federal tax withholding, disability  
8 premiums, and unemployment insurance premiums. There will be no deduction taken from the interest  
9 or penalty distribution; however, it will be reported on IRS Form 1099 as income. Class Participants are  
10 responsible for the proper income tax treatment of the Settlement Awards. The Settlement  
11 Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly,  
12 Class Members should consult with their tax advisors concerning the tax consequences and treatment of  
13 payments they receive under the Settlement.

14 The workweeks you worked for Defendant during the Class Period will be calculated based on  
15 Defendant’s records. If you feel that you were not credited with the correct number of workweeks  
16 worked during the Class Period, you may submit evidence to the Settlement Administrator on or before  
17 [insert date] with documentation to establish the number of workweeks you claim to have actually  
18 worked during the Class Period. **DOCUMENTATION SENT TO THE SETTLEMENT  
19 ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND  
20 ORIGINALS.** The Parties and Settlement Administrator will promptly evaluate the evidence submitted  
21 and discuss in good faith how many workweeks should be credited. The Settlement Administrator will  
22 make the final decision as to how many weeks are credited and report the outcome to the Class  
23 Participant. If you are unsatisfied with the decision, you may submit an Objection, as discussed below.

24 Settlement checks will be mailed to all Class Members who do not request to be excluded (i.e.,  
25 opt-out) approximately 5 days after the Effective Date. The payment will be made to the Settlement  
26 Administrator.

27 You can view the final approval order and final judgment and payment schedule at  
28 [www.CPTGroup.com/xxxxxxx](http://www.CPTGroup.com/xxxxxxx).

**V. THE RELEASE OF CLAIMS**

29 If the Court approves the Settlement, the Court will enter judgment and the Settlement Agreement will  
30 bind all members of the Settlement Class who have not opted out of the Settlement and will bar all Class  
31 Members from bringing certain claims against Defendant as described below.

32 The settlement includes a release by Class Members (other than those who submitted a timely request  
33 to be excluded) of Defendant and all of its shareholders, members, agents, predecessors, successors and  
34 assigns (the “Released Parties”) those claims alleged in the operative Complaint (“Complaint”),

1 including claims under Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1194,  
2 1194.2, 1197, 1197.1, 1198, 2802 as well as IWC Wage Order No. 14, and the California Business and  
3 Professions Code Section 17200 based on alleged violation of the foregoing statutes and Wage Order  
4 section; as well as all claims arising under the listed Labor Code statutes based on the primary rights of  
5 those statutes (the “Released Class Claims”). Additionally, Plaintiff, on behalf of himself, and as a  
6 private attorney general on behalf of the State of California, and all other Aggrieved Employees, will  
7 release the Released Parties from any civil penalty claims under the Private Attorneys General Act,  
8 Labor Code section 2699, et seq. (“PAGA”), predicated on the claims alleged in the Complaint, as well  
9 as all PAGA claim predicated on the listed Labor Code statutes based on the primary rights of those  
10 statutes (the “PAGA Released Claims”). The Release Period for the Released Class Claims shall be  
11 September 25, 2015 through February 4, 2020.

9 Plaintiff Hilario Banuelos Soto agrees to a general release of all claims against Defendant during the  
10 Class Period and agrees to waive his rights under Civil Code Section 1542.

11 The Settlement does not release any person, party or entity from claims, if any, by Class Members for  
12 workers compensation, unemployment, or disability benefits of any nature, nor does it release any  
13 claims, actions, or causes of action which may be possessed by Settlement Class Members under state  
14 or federal discrimination statutes, including, without limitation, the Cal. Fair Employment and Housing  
15 Act, the Cal. Government Code § 12940, et seq.; the Unruh Civil Rights Act, the Cal. Civil Code §51,  
16 et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.;  
17 the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, et seq.; the Employee Retirement  
18 Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.; and all of their implementing  
19 regulations and interpretive guidelines.

18 Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims  
19 for wages and/or penalties in the Lawsuit are disputed, and that the Settlement payments constitute  
20 payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and  
21 agreed that California Labor Code Section 206.5 is not applicable to the Settlement payments. That  
22 section provides in pertinent part as follows:

22 **“An employer shall not require the execution of a release of a claim or right on  
23 account of wages due, or to become due, or made as an advance on wages to be  
24 earned, unless payment of those wages has been made.”**

## 24 **VI. WHAT ARE YOUR OPTIONS?**

### 26 **A. Do Nothing and Receive Your Portion of the Settlement**

27 You are automatically included as a Class Participant and will receive a settlement payment and  
28 do not have to take any further action to receive your settlement payment. It is the responsibility of all

1 Class Members to ensure that the Settlement Administrator has your current address on file, or you may  
2 not receive important information or a settlement payment. The estimated amount of your settlement  
3 payment if you do nothing is included on the attached Share Form.

4 **B. Opt-Out and Be Excluded from the Class and the Settlement**

5 If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to  
6 the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card  
7 postmarked no later than [insert date], with your name, address, telephone number, and signature. The  
8 Request for Exclusion should state:

9 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE HILARIO BANUELOS  
10 SOTO V. BRITZ FARMING CORP LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE  
11 EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM  
12 THE SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I  
13 MIGHT HAVE.”

14 Send the Request for Exclusion directly to the Settlement Administrator at the following address  
15 by no later than [Insert opt-out date]:

[Insert ADDRESS]

16 Any person who submits a timely Request for Exclusion from the Class Action Settlement shall, upon  
17 receipt, no longer be a Class Member, shall be barred from participating in any portion of the Settlement,  
18 and shall receive no benefits from the Settlement. If you want confirmation of receipt of your Opt-Out,  
19 please send it by U.S. certified mail, return receipt requested and/or contact the Settlement  
20 Administrator.

21 **C. Object to the Settlement**

22 You also have the right to object to the terms of the Settlement. However, if the Court rejects your  
23 objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed  
24 Settlement, or any portion of it, you must file with the Settlement Administrator a written objection  
25 stating your name, address, telephone number, dates of employment with Defendant, the case name and  
26 number, each specific reason in support of your objection, and any legal support for each objection.  
27 Objections must be in writing and must be mailed to the Settlement Administrator, [Insert ADDRESS],  
28 by no later than [Insert deadline] for your objection to be considered. **OBJECTIONS THAT DO  
NOT INCLUDE ALL REQUIRED INFORMATION, OR THAT ARE NOT SUBMITTED  
TIMELY, MAY NOT BE CONSIDERED BY THE COURT.**

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court  
approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the

1 same way as Class Members who do not object. Any member of the Settlement Class who does not  
2 object in the manner provided above shall have waived any objection to the Settlement, whether by  
3 appeal or otherwise.

4 **D. Your Right to Appear at the Final Approval and Fairness Hearing Through an  
5 Attorney or In Person**

6 If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled  
7 for [Insert DATE], at XXX a/p.m. in Department X of the Merced Superior Court, located at XXXX.  
8 You have the right to appear either in person or through your own attorney at this hearing. Objections  
9 not previously filed in writing in a timely manner as described above will not be considered by the Court.  
10 Any attorney who intends to represent an individual objecting to the Settlement must file a notice of  
11 appearance with the Court and serve counsel for all parties on or before [Insert DATE 45 Days After  
12 Mailing]. All objections or other correspondence must state the name and number of the case, which is  
13 *Hilario Banuelos Soto v. Britz Farming Corp, et al.* Case No. 19CV-04182.

12 **VII. UPDATE FOR YOUR CHANGE OF ADDRESS**

13 If you move after receiving this Notice or if it was misaddressed, please complete the Change of  
14 Address portion of the Share Form and mail it to the Settlement Administrator, XXXXX as soon as  
15 possible. **THIS IS IMPORTANT SO THAT FUTURE NOTICES AND/OR THE SETTLEMENT  
16 PAYMENT REACH YOU.**

17 **VIII. IF THE STIPULATION OF SETTLEMENT AND RELEASE OF CLASS  
18 ACTION IS NOT APPROVED**

19 If the Stipulation is not approved by the Court, or if any of its conditions are not satisfied, the  
20 conditional settlement will be voided, no money will be paid, and the case will return to litigation. If  
21 that happens, there is no assurance: (1) that the Class will be certified; (2) that any decision at trial would  
22 be in favor of Class Members; (3) that a trial decision, if any, would be as favorable to the Class Members  
23 as this settlement; or (4) that any favorable trial decision would be upheld if an appeal was filed.

24 **IX. QUESTIONS OR COMMENTS?**

25 **PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about  
26 the settlement, you may contact the Settlement Administrator at: XXXX or by e-mail at  
27 [redacted]. You may also contact Class Counsel at the address or phone number listed below.

28 THE ATTORNEYS REPRESENTING THE CLASS MEMBERS ARE:

MELMED LAW GROUP P.C.

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Jonathan Melmed, Esq.  
[jm@melmedlaw.com](mailto:jm@melmedlaw.com)  
1801 Century Park East, Suite 850  
Los Angeles, California 90067  
Telephone: (310) 824-3828  
Facsimile: (310) 862-6851

ACKERMANN & TILAJEF, P.C.  
Craig J. Ackermann, Esq. (SBN 229832)  
[cja@ackermanntilajef.com](mailto:cja@ackermanntilajef.com)  
Sam Vahedi, Esq. (SBN 282660)  
[sv@ackermanntilajef.com](mailto:sv@ackermanntilajef.com)  
1180 South Beverly Drive, Suite 610  
Los Angeles, California 90035  
Telephone: (310) 277-0614  
Facsimile: (310) 277-0635

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# EXHIBIT 2

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**Share Form**

***Hilario Banielos Soto v. Britz Farming Corp, et al.***  
**Case No. 19CV-04182, Superior Court of the State of California, County of Merced**

**Your Estimated Payment**

Your total Individual Settlement Amount is currently estimated at \$ \_\_\_\_\_. Your estimated pro-rata share of the Net Settlement Amount (as defined in the accompanying Notice) is: \_\_\_\_%. Your estimated pro-rata share may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$ \_\_\_\_\_.

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount based on your Weeks Worked during the Class Period, as a percentage of all of the Class Members' Weeks Worked during the Class Period. "Weeks Worked" means the number of weeks you were employed during the Class Period according to Defendant's payroll records. Defendant's payroll records show that during the Class Period (between September 25, 2015 through February 4, 2020) you had a total number of Weeks Worked of \_\_\_\_\_.

**YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.**

**If you believe the total number of your Weeks Worked during the Class Period (listed above) is accurate, you do not need to take any further action in order to receive your payment.**

**TO CHALLENGE THE NUMBER OF YOUR WEEKS WORKED WHILE EMPLOYED BY DEFENDENT DURING THE CLASS PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].**



1 **CHALLENGE FORM**

2 **Important:**

- 3
- 4 1. You do NOT have to complete this part of the Share Form if the total number of your Weeks
- 5 Worked for Defendant during the Class Period as stated above is accurate.
- 6 2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this
- 7 form until receipt of your settlement payment.
- 8 3. If you change your mailing address, please provide your new mailing address to the Settlement
- 9 Administrator. It is your responsibility to keep a current address on file with the Settlement
- 10 Administrator to ensure receipt of your settlement payment.

10 ***Check the box below ONLY if you wish to challenge the total number of your Work Weeks as stated***

11 ***above. All fields on this Challenge Form must be complete for your challenge to be accepted:***

12  I wish to challenge the total number of my Work Weeks. I have included a written statement

13 detailing what I believe to be the correct number of weeks I was employed as a during the

14 Class Period (September 25, 2015 through February 4, 2020). I have also included

15 information and/or documentary evidence that support my challenge. I understand that by

16 submitting this challenge I authorize the Settlement Administrator to review Defendant's

17 records and determine the validity of my challenge.

16 \_\_\_\_\_  
Signature

17 Name of Class Member \_\_\_\_\_ **[preprinted]**

18 Class Member ID Number (from address label): \_\_\_\_\_ **[preprinted]**

20 I believe that the correct number of weeks I was employed by Defendant during the Class Period

21 between September 25, 2015 through February 4, 2020 is: \_\_\_\_\_

22 The following is a statement of my reasons and documentation to support this number of Weeks

23 Worked:

24 \_\_\_\_\_

25 \_\_\_\_\_

26 \_\_\_\_\_

27 \_\_\_\_\_

1 **[Attach documentation and use separate page(s) as necessary]**

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Mail to:  
insert address

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