

1 **SETTLEMENT AGREEMENT**

2 This Settlement Agreement (“the Agreement”) is entered into by Plaintiffs Edgar Montes
3 Sánchez, Arturo Ramírez Álvarez, Filiberto López Herrera, Sergio Jiménez Garcia, and
4 Esperanza Herrera Ramírez and Martín Varela Sifuentes, as successors-in-interest to Daniel
5 Varelas Herrera (“Plaintiffs” or “the Named Plaintiffs”), on behalf of themselves and other
6 similarly situated employees, on the one hand, and Defendants Munger Bros. LLC; Crowne Cold
7 Storage, LLC; Sarbanand Farms, LLC; Robert Hawk; and Cliff Woolley (“Defendants”) on the
8 other. All parties to this Agreement are collectively referred to herein as “the Parties.” The
9 effective date of this Agreement shall be the date on which it is executed by all Parties.

10 **I. RECITALS**

11 1. Plaintiffs are farmworkers who were formerly employed by Defendants as H-2A
12 workers during the blueberry harvest season in San Joaquin County, California in 2017.

13 2. Plaintiffs filed an action against Defendants and CSI Visa Processing, SC (“CSI”) in the
14 Superior Court of California, San Joaquin County, on June 11, 2020, under the caption *Edgar*
15 *Montes Sanchez, et al. v. Sarbanand Farms, LLC, et al.*, case number STK-CV-VOE-2020-4825
16 (“the Action”). Plaintiffs brought the Action on behalf of themselves and of similarly situated
17 employees who also worked on the California blueberry harvest in 2017. Plaintiffs First Amended
18 Complaint (“the Complaint”) was filed on July 10, 2020, and their Second Amended Complaint
19 was filed on February 1, 2022.

20 3. The Complaint asserts claims against Defendants under twelve (12) causes of action,
21 alleged as follows:

- 22 a. Solicitation by Misrepresentation (Lab. Code § 970), Intentional
23 Misrepresentation, and Negligent Misrepresentation based on Defendants
24 promising five months of work when recruiting employees but only
25 providing seven weeks to members of a proposed Subclass;
- 26 b. Failure to Pay Minimum Wages Due (Lab. Code §§ 1182.12, 1194, 1194.2,
27 1197); Failure to Pay Overtime Due (Lab. Code § 1198, 1194, 1194.2);
28 Failure to Pay Contractual Wages and Expenses, based *inter alia* on

1 Defendants not paying for certain waiting and transportation time relating to
2 travel from housing to the worksites and back, as well as failure to provide
3 adequate meals;

4 c. Statutory penalties under Lab. Code § 203 and Lab. Code § 226 relating to
5 the failure to pay for all compensable hours;

6 d. Failure to Provide Rest Periods (Lab. Code §§ 226.7, 512) to a subclass of
7 one crew at the cooling and storage facility;

8 e. Violation of Farm Labor Contractor Act (Lab. Code §§ 1683 *et seq.*) based
9 on Defendants' use of an unlicensed farm labor contractor, CSI; and

10 f. Violation of Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et*
11 *seq.*) for each of the above business practices.

12 4. Defendants generally and specifically deny any and all liability or wrongdoing of any
13 sort with regard to any of the claims alleged, makes no concessions or admissions of liability of
14 any sort, and contend that for any purpose other than settlement, the Action is not appropriate for
15 class treatment. Neither this Agreement, nor any document referred to or contemplated herein, nor
16 any action taken to carry out this Agreement, is or may be construed as, or may be used as an
17 admission, concession, or indication by or against Defendants or any of the Released Parties of any
18 fault, wrongdoing, or liability whatsoever.

19 5. On June 16, 2022, the Court granted CSI's motion to quash service of the summons.

20 6. The Parties recognized the potential for settlement early in the case and agreed to focus
21 discovery on information needed for mediation. In the course of meeting and conferring,
22 Defendants provided extensive time, payroll, and personnel records with unique identifiers in place
23 of employee names.

24 7. On October 26, 2022, the Parties attended private mediation with Hon. Howard
25 Broadman (Ret.) in Visalia, California, and succeeded in reaching an agreement after
26 approximately eleven (11) hours.

27 8. The Parties desire to avoid the time and expense of litigation and wish to resolve any
28 and all issues between them arising from or relating to the recruitment and employment of Plaintiffs

1 and the proposed Class in 2017, including but not limited to all claims enumerated in the Complaint.

2 **II. PROPOSED CLASS DEFINITIONS**

3 9. “The California H-2A Class” (or “the Class”) is defined as “all individuals employed
4 by Munger Bros., LLC or Crowne Cold Storage, LLC under the H-2A program in California
5 recruited by Defendants to work as H-2a employees for Munger Bros., Crowne Cold Storage,
6 and/or Sarbanand and commenced work in May of 2017 at Munger Bros. or Crowne Cold Storage
7 facilities or fields in California.” The Parties have identified five hundred fifty-eight members (558)
8 of the Class.

9 10. “The California-Only Subclass” (or “the Subclass”) is defined as “all members of the
10 California H-2A Class who did not continue to work for Defendants in Washington in 2017 and
11 whose employment was terminated at the end of the 2017 California blueberry season.” The Parties
12 have identified approximately thirty-two (32) members of the Subclass.

13 **III. TERMS OF THE AGREEMENT**

14 **A. Payment of Settlement Amount**

15 11. Defendants will pay Plaintiffs and the Class the total sum of One Million Two Hundred
16 Thousand Dollars (\$1,200,000.00) (“the Settlement Amount”). This is the total amount Defendants
17 can be required to pay under this Settlement Agreement, unless the enforcement provisions in
18 paragraph 15 are triggered. The Settlement Amount includes the net settlement amount paid to the
19 Class and Subclass members or the “Class Fund”, the attorney fees award and cost award to class
20 counsel for attorney fees and costs, as approved by the Court, the Participation Enhancement award
21 to the individually Named Plaintiffs, the Claim Administration Fees, as approved by the Court, and
22 any and all other costs, fees, penalties, and awards potentially available in this litigation against
23 Defendants through the Final Approval Date.

24 12. Payment will be in three equal installments:

- 25 a. First Installment: Four Hundred Thousand (\$400,000.00) due on or before
26 one week after the Final Approval Date of this Agreement by the Court;
27 b. Second Installment: Four Hundred Thousand (\$400,000.00) due on or before
28 six months after the Final Approval Date; and

1 c. Third Installment: Four Hundred Thousand (\$400,000.00) due on or before
2 one year after the Final Approval Date.

3 13. The Final Approval Date is the date of entry of an order by the Court for final approval
4 of the class action settlement.

5 14. Confirmation of each payment shall be provided to Plaintiffs' attorneys.

6 15. In the event that Defendants fail to make payment on or before the dates as approved by
7 the Court, Class Counsel shall provide written Notice as specified in this Agreement of such missed
8 payment to Defendants. Defendants shall have 10 days to cure the failed payment. If Defendants
9 do not cure the failed payment within 10 days, interest shall accrue at the annualized rate of ten
10 percent (10%) on the unpaid amount until fully paid. If any payment is more than 30 days late,
11 Plaintiffs may additionally seek immediate entry of a money judgment for the entire balance, plus
12 accrued interest, and will be entitled to reasonable costs and attorney fees incurred in collection.

13 **B. Selection of a Claims Administrator**

14 16. Plaintiffs' counsel will select and contract with a Claims Administrator, subject to
15 Defendants' approval, which will not be withheld for the potential companies discussed in the
16 Parties' meet and confer prior to signing this Agreement.

17 **C. Allocation of the Settlement Amount**

18 17. Upon approval by the Court, the Settlement Amount shall be allocated as follows:

19 a. **Claims Administration Fee.** The Claims Administrator's fee will be
20 negotiated, but in any event no greater than [REDACTED]

21 [REDACTED]
22 b. **Participation Enhancement.** In addition to their individual claim amounts
23 under the Distribution Plan, and subject to Court approval, the Plaintiffs
24 named in the Complaint ("the Named Plaintiffs") shall be entitled to the total
25 amount of forty thousand dollars (\$40,000.00), to be divided as follows,
26 subject to Court approval, in recognition of the time, expense, and personal
27 and professional risks they suffered as a result of their participation in this
28 Action:

- 1 i. Ten thousand dollars (\$10,000.00) each to Edgar Montes Sánchez,
2 Arturo Ramírez Álvarez, and Filiberto López Herrera;
3 ii. Five thousand dollars (\$5,000.00) in total to Martín Varela Sifuentes
4 and Esperanza Herrera Ramírez, successors-in-interest to Daniel
5 Varelas Herrera; and
6 iii. Five thousand dollars (\$5,000.00) to Sergio Jiménez García.
- 7 c. **Attorney Fees and Costs.** Plaintiffs' attorneys will seek Court approval for
8 attorney fees and costs in an amount no greater than one hundred thousand
9 dollars (\$100,000.00).
- 10 d. **Class Fund.** The remainder will be distributed to members of the Class *pro*
11 *rata* in accordance with the Distribution Plan below.
- 12 e. **Cy pres.** Any remaining funds after distribution to the Class under the
13 Distribution Plan will be paid in accordance with Section 384 of the Code of
14 Civil Procedure. Defendants will initially designate the charitable recipients
15 and such designation shall be made in the Motion for Preliminary Approval.
16 In the event the Court does not accept the Cy Pres recipient, the parties will
17 attempt to agree on an alternative Cy Pres recipient, and if agreement cannot
18 be reached within 30 days, each party may nominate another Cy Pres
19 recipient for the Court to select.
- 20 f. **No reversion.** No part of the Settlement Amount will revert to Defendants.

21 **D. Distribution Plan**

22 18. **Payments to Class Members Based on Average Damages Calculations.** Distribution
23 to each Class Member will be a *pro rata* share based on dates of employment, worksites, and
24 membership in the Subclass, using the calculation described in Exhibit A to this Agreement. This
25 formula is based on Plaintiffs' good faith estimate of alleged underpaid wages, penalties, damages
26 and interest using time and payroll data provided by Defendants.

27 19. **Pro Rata Minimum Payout.** The *Pro Rata* Minimum Payout is the amount due to each
28 Class Member in the event that every Class Member files a claim.

1 20. **Maximum Payout.** No individual will receive compensation from the Class Fund in
2 excess of the following:

- 3 a. No more than four thousand dollars (\$4000.00) for wage claims, due to all
4 members of the California H-2A Class.
- 5 b. No more than four thousand dollars (\$4000.00) for recruitment claims, due
6 to all members of the California-Only Subclass, in addition to the above.
- 7 c. This maximum is separate from the Enhancement Payment to Named
8 Plaintiffs.

9 21. **Class Member Information.** Defendants will provide the Claims Administrator with
10 Class Member names and all available contact information, together with the unique identifier
11 provided to Plaintiffs. Defendants will provide Class Member social security numbers or ITIN, if
12 available, to the Claims Administrator. Plaintiffs may also provide updated contact information if
13 available.

14 22. **Notice and Claim Form.** Within 30 days after preliminary approval, the Claims
15 Administrator will provide notice to all Class Members including a copy of the Claim Form using
16 the contact information provided by the Parties.

17 23. **Submission of Claims.** Claims may be submitted electronically or by mail and must
18 include verification of identity and a method of payment. Claims will be accepted six (6) months
19 after mailing of the notice and claim form. (“the Claims Period”). Late claims may be approved,
20 upon a showing of good cause, and approval by Plaintiffs’ counsel with notice to Defendants in
21 accordance with paragraph 50, up to the point of the final distribution.

22 24. **Claims by Representative or Successor in Interest.** In the event of the death of a Class
23 Member, their representative or successor-in-interest may submit a claim in their behalf on showing
24 of the death certificate and adequate proof of representative or successor status, with notice to the
25 Parties’ counsel and with any dispute resolved in accordance with paragraph 50.

26 25. **Class Member Disputes.** If any Class Member disagrees with Defendants’ records as
27 to his or her dates of employment, worksites, or membership in the Subclass, the Class Member
28 may submit a dispute to the Claims Administrator along with any supporting documentation. The

1 Claims Administrator shall notify the Parties regarding the dispute and the Parties will work in
2 good faith to resolve it in accordance with paragraph 50.

3 **26. Objections to Settlement.** The Plaintiffs may not object to the Settlement. Any Class
4 Member who has standing to object to the Settlement and seeks to object to this Settlement, or any
5 term of it, should send their written objection to the Claims Administrator using the instructions
6 provided in the Class Notice to the Settlement Administrator, postmarked no later than forty-five
7 (45) days after the Claims Administrator sent notice to the Class. The Claims Administrator shall
8 send any objections it receives to the Parties' counsel within three (3) business days of receipt, with
9 names redacted after confirming membership in the Class. The Court retains final authority with
10 respect to the consideration and admissibility of any Class Member objections.

11 **27. Encouragement of Class Members.** The Parties to this Settlement and the counsel
12 representing such Parties shall not, directly or indirectly, through any person, encourage or solicit
13 any Class Member to exclude himself or herself from this Settlement (opt out), or to object to it.
14 Nor shall the Parties or their counsel discourage, directly or indirectly, any Class Member from
15 filing a claim.

16 **28. Order of Payments.**

- 17 a. The Claims Administrator may pay itself out of the First Installment of the
18 Settlement Amount.
- 19 b. First Round. The Participation Enhancement for each Named Plaintiff shall
20 be included in the First Round payment. The Claims Administrator may pay
21 Pro Rata Minimum Payouts on a rolling basis to Class Members as funds are
22 available.
- 23 c. The Claims Administrator will pay Plaintiffs' counsel attorney fees and costs
24 approved by the Court out of the First Installment of the Settlement Amount.
- 25 d. Second Round. After the Claims Period has expired and all Claimants have
26 been paid the Pro Rata Minimum Payout, after payment of the Third
27 Installment, any remaining funds are to be divided proportionately among
28 all Claimants, except that no Claimant will receive more than the Maximum

1 Payout.

2 e. *Cy pres*. Any remaining funds will be paid to the *cy pres* recipient selected
3 by Defendants and approved by the Court.

4 29. **Tax Withholding.** Except as requested by the Claimant, only those withholdings
5 required for income paid to foreign nationals admitted under the H-2A program shall be deducted
6 from the payments. Any required withholdings shall be taken out of the payments allocated to each
7 Class Member out of the Class Fund. Class Members may request voluntary withholding by
8 submitting IRS Form W-4 to the Claims Administrator with their claim.

9 30. **Tax Liability.** The Parties and counsel for the Parties make no representation as to the
10 tax treatment or legal effect of the payments called for hereunder. Plaintiffs and Participating Class
11 Members are not relying on any statement, representation, or calculation by the Parties, counsel for
12 the Parties, or the Settlement Administrator in this regard. Plaintiffs, Participating Class Members,
13 and Plaintiffs' Counsel understand and agree that they will be solely responsible for the payment
14 of their own portion of any taxes and penalties assessed on the payments that they receive.

15 31. **No Additional Payments by Defendants.** Defendants shall not make as part of this
16 Settlement, nor be required to make, any payments for withholdings or deductions, nor pay any
17 monthly contributions for any insurance, retirement, 401(k) or profit-sharing plans, or any benefit
18 plans related to monies paid as a result of this Settlement.

19 32. **Modification of this Plan.** Upon consent of the Parties, the Distribution Plan may be
20 modified in such a manner as to best serve the interests of the Class and Subclass, with the exception
21 that the Maximum Payout defined in paragraph 19 may not be exceeded. In the event that the Parties
22 do not agree, either Party may seek a decision by the Court in accordance with paragraph 50.

23 **E. Payments of Attorneys' Fees and Costs**

24 33. Class Counsel shall submit an application for an award of attorneys' fees of up to One
25 Hundred Thousand Dollars (\$100,000.00). Any fees and costs awarded by the Court shall be paid
26 from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The
27 attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work
28 performed, costs, and expenses related to the investigation, prosecution, and settlement of the

1 Action incurred through the Final Approval Date. To the extent that the Court approves less than
2 the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the
3 requested and awarded amounts will be reallocated for distribution to the Class.

4 34. Any award of attorneys' fees and costs shall include and satisfy all past and future
5 attorneys' fees and costs incurred to prosecute, settle, and participate in administering the
6 Settlement, up to and including obtaining the Final Approval Order. Defendants shall have no
7 obligation to Class Counsel for any attorneys' fees and costs incurred in prosecuting this Action
8 other than as stated herein in paragraph 15.

9 **F. Defendants' Future Participation in the H-2A Program**

10 35. It is the Parties' present understanding that Defendants do not intend to participate in
11 the H-2A program in the future. For that reason, Plaintiffs are not seeking injunctive relief.

12 36. In the event that Defendants participate in the H-2A program, Defendants represent that
13 they will comply with all state and federal laws regarding wages, transportation, and housing.

14 37. As a term of this Agreement, in the event that Defendants participate in the H-2A
15 program during the three-year period following the execution of this Agreement, Defendants will
16 contractually ensure that any recruitment agent provide a translated copy of the H-2A job order, in
17 English and Spanish, to the worker being recruited at the time and place of initial recruitment.

18 **G. Release of Claims**

19 38. **Release By Class Members.** Upon the final approval of the Settlement Agreement ,
20 Class Members will release Defendants, together with their present and former parents,
21 subsidiaries, affiliated and related entities, present and former owners, boards, officers, directors,
22 trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives,
23 heirs, executors, administrators, successors and assigns (collectively, the "Released Parties") from
24 any and all claims, debts, liabilities, demands, actions, or causes of action of every nature and
25 description that accrued during the Class Period, under state law and the Wage Orders of the
26 California Industrial Welfare Commission, that were alleged or which could have been alleged
27 based on the factual allegations in the Complaint (or other Operative Complaint(s)) in the Action,
28 including claims for unpaid wages, including but not limited to failure to pay minimum wages,

1 straight time compensation, overtime compensation, and interest; failure to timely pay regular and
2 final wages; failure to provide compliant meal, rest, and/or recovery periods; failure to pay
3 premiums at all or at the correct rate for any violation of meal, rest, and recovery period obligations;
4 compensation due by reason of a split shift; reporting time pay; meal period waivers and on-duty
5 meal period waivers; payment for all hours worked; wage statements and paystubs, including wage
6 statements and paystubs furnished or available in physical, electronic, or other forms; failure to
7 keep accurate records; making unlawful deductions; failing to reimburse business expenses; unfair
8 business practices; any and all related penalties, including recordkeeping penalties, wage statement
9 penalties, minimum wage penalties, and waiting time penalties; and statutory penalties and/or civil
10 penalties associated with any of the foregoing. Such released claims shall include, but are not
11 limited to those claims arising under California Labor Code sections 201-204, 206, 210, 218, 218.5,
12 218.6, 221, 222, 222.5, 223, 226, , 226.3, 226.7512, 558, 558.1, 1182.12, 1194, 1194.2, 1197,
13 1197.1, 1198, 1199, 2800, 2802, 2698 et seq., and 2699 et seq., and/or those arising under the
14 applicable Industrial Welfare Commission Wage Order(s); California Business and Professions
15 Code section 17200 et seq. (including, without limitation, California Business and Professions
16 Code §§17200 through 17208); the California Civil Code sections 3287, 3289, and 3294; California
17 Code of Civil Procedure section 1021.5, the Migrant Seasonal Worker Protection Act, the H2-A
18 program, California Farm Labor Contactor Act (“Released Claims”).

19 **39. General Mutual Release by Named Plaintiffs and Defendants.** In consideration of
20 the covenants and promises set forth in this Agreement, Named Plaintiffs forever release and
21 discharges Defendant, and each of their respective owners, officers, directors, shareholders,
22 partners, employees, agents, representatives, successors, predecessors, related entities and assigns
23 (collectively the "Released Parties"), and Defendants forever release Plaintiffs and each of their
24 successor, heirs or assigns, from any and all liability arising from their employment relationship,
25 including claims, liabilities, obligations, damages, injuries, losses, wages, penalties, bonuses,
26 employment benefits, attorney fees and costs, whether in law or equity, as of the date of their
27 signature on this Agreement, to the extent authorized by law. This includes, without limitation, all
28 claims under the California Labor Code, the California Unfair Competition Law, the California

1 Farm Labor Contactor Act, the H-2A Program, Migrant Seasonal Worker Protection Act, the Civil
2 Code, the Corporations Code, the employment contracts, and any other federal, state, or local laws,
3 rules, or regulations, based upon any conduct up to and including the date of this Agreement. Title
4 VII of the Civil Rights Act of 1964, as amended (race, color, religion, sex, and national origin
5 discrimination or harassment, including retaliation for reporting discrimination or harassment); The
6 Civil Rights Act of 1991, as amended; Sections 1981 through 1988 of Title 42 of the United States
7 Code, as amended; The Age Discrimination in Employment Act of 1967, as amended; The
8 Employee Retirement Income Security Act of 1974, as amended; The Immigration Reform and
9 Control Act, as amended; The Americans with Disability Act, as amended; Sections 503 and 504
10 of the Rehabilitation Act of 1973 (disability discrimination); The Workers Adjustment and
11 Retraining Notification Act, as amended; The Occupational Safety and Health Act, as amended;
12 California Equal Pay Law, as amended; Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay);
13 Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); Family and
14 Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); California Fair Employment
15 and Housing Act [Gov. Code, §§ 12900, et seq.] (discrimination or harassment in employment
16 and/or housing, including discrimination or harassment based on race, religious creed, color,
17 national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy),
18 sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment);
19 (16) California Family Rights Act, [Gov. Code, §§ 12945.1, et seq.]. (family/medical leave); (17)
20 California Labor Code or any Industrial Welfare Commission Wage Order; (18) FLSA; (19)
21 Executive Order 11246 (race, color, religion, sex, and national origin discrimination or
22 harassment); (20) Executive Order 11141 (age discrimination); (21) California health and safety
23 laws and regulations; and (22) any other federal, state, or local law, regulation or ordinance,
24 including those regulating compensation, and those prohibiting discrimination, harassment, or
25 retaliation of any kind. This release excludes the release of claims not permitted by law.

26 **40. Unknown Claims.** Named Plaintiffs agree that this release includes any and all claims
27 they may have against Defendants, but which may not have been discovered, and expressly waive
28 all rights under Section 1542 of the California Civil Code, which provides that:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Named Plaintiffs understand and acknowledge that the significant and consequence of this waiver of California Civil Code Section 1542 is that they will not be able to make any claim for alleged damages that exist as of the date of their signatures on this Agreement

41. **Workers Compensation.** The Parties acknowledge and agree that this release does not release or otherwise affect claims governed by California workers compensation laws. However, Plaintiffs represent that at this time they have no pending claim for workers compensation arising from his employment with Defendants, have no knowledge of injuries or illnesses for which they would be entitled to compensation under the workers' compensation laws, and have no intention of filing a workers' compensation claim at this time.

H. Conditional Nature of the Agreement

42. Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Settlement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Settlement on a conditional basis. This Settlement is contingent upon the approval and certification by the Court. If the Settlement Agreement is not approved, the fact that the Parties were willing to stipulate for the purposes of this Settlement shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action, and this Settlement shall not be referred to or used for any purpose whatsoever. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Settlement Agreement is not approved, any conditional certification of the Class as to Defendants will be vacated and Plaintiffs, Defendants, and the Class will be returned to their respective

1 positions in the Action as if the Settlement had not been executed.

2 43. In the event that the Settlement Agreement is not approved: (a) any Court orders
3 preliminarily or finally approving certification of any class contemplated by this Settlement shall
4 be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b)
5 the fact of the settlement reflected in this Settlement, the fact that Defendants did not oppose the
6 certification of a Class under this Settlement, or that the Court preliminarily approved the
7 certification of the Class, shall not be used or cited thereafter by any person or entity, including in
8 any manner whatsoever, including without limitation any contested proceeding relating to the
9 certification of any class. If the Settlement Agreement is not approved, this Settlement shall be
10 deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used
11 for any purpose whatsoever. Defendants expressly reserve the right to challenge the propriety of
12 class certification in the Action for any purpose if the Settlement Agreement is not approved.

13 44. The Parties and their respective counsel shall take all steps that may be requested by the
14 Court relating to the approval and implementation of this Settlement and shall otherwise use their
15 respective best efforts to obtain Court approval and implement this Settlement. If the Court does
16 not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties
17 agree to meet and confer in good faith to address the Court's concerns. If the Parties are unable to
18 agree upon a resolution, the Parties agree to seek guidance from the Court to resolve the dispute.

19 **I. Additional Terms**

20 45. **No Publicity.** Named Plaintiffs, Defendants, and their respective counsel will not make
21 any public disclosure of the Settlement. Named Plaintiffs, Defendant, and their respective counsel
22 represent that they have not made any such disclosure. Notwithstanding the foregoing, the Parties
23 agree that Defendant may make such disclosures that in Defendant's judgment are required in the
24 ordinary course of business, except that Defendant's and their counsel shall not encourage Class
25 Members to opt-out. Nor shall Named Plaintiffs and Class Counsel encourage Class Members to
26 opt-out. Class Counsel will take all steps necessary to ensure that Named Plaintiffs are aware of,
27 and will encourage them to adhere to, the restriction against any public disclosure of the Settlement.
28 Named Plaintiffs, Defendants, and their respective counsel agree not to publicize the terms of this

1 Settlement with the media, including, but not limited to, any newspaper, journal, magazine, website
2 and/or on-line reporter of settlements. Class Counsel shall refrain from referencing the case name,
3 Defendants' names, or including the claim form on their website and shall take all necessary steps
4 to prevent third parties from publicizing this Settlement. Plaintiffs' Counsel agrees not to seek
5 publicity regarding this Agreement. Plaintiffs' Counsel agrees not to seek publicity regarding this
6 Agreement or disclose the terms of this Agreement to the general public, aside from notice to the
7 Class. However, nothing in this Agreement limits the ability of Plaintiffs' Counsel or Plaintiffs
8 from communicating with Class Members regarding the Agreement. Defendants may make such
9 disclosures that in Defendants' judgment are required in the ordinary course of business, except
10 that Defendants and their counsel shall not encourage Class Members to opt-out or otherwise
11 discourage Class Members from filing claims.

12 **46. No Intimidation, Retaliation, or Blacklisting.** Defendants agree that they will in no
13 way interfere with the prospective employment opportunities of, or otherwise retaliation or
14 discriminate against, any Plaintiff or Class Members who file a claim. Defendants will not
15 discourage Class Members from filing a claim. Defendants further agree that if any person or entity
16 seeks information regarding the employment of the Named Plaintiffs, Defendants shall confirm the
17 term of employment and, if requested, the rate of pay, but shall provide no further information
18 unless required to do so by law, or otherwise authorized in writing by the subject plaintiff.

19 **47. Class Settlement Approval.** This Agreement is entered into with the understanding
20 that as a class action any settlement must be approved by and is conditioned upon approval by the
21 Court, and is subject to Class Members' rights to receive notice, to object, and to opt out. The
22 Parties agree that, after execution of this Agreement, the Parties will file a joint motion for
23 conditional class certification and preliminary approval of the Agreement, including notice to the
24 class and a date for final approval of the Agreement.

25 **48. Non-Evidentiary Use.** Whether or not the Settlement Agreement is approved, neither
26 this Settlement nor any of its terms will be: (a) construed as, offered, or admitted in evidence as,
27 received as, or deemed to be evidence for any purpose adverse to Defendants, including but not
28 limited to, evidence of a presumption, concession, indication, or admission by any of the

1 Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed,
2 referred to, or offered in evidence against any of the Defendants in any further proceeding in the
3 Action (or any other action), except for the purposes of effectuating the Settlement pursuant to the
4 terms herein or for Defendants to establish that a Class Member has resolved any of his/her claims
5 released through this Settlement.

6 **49. No Additional Attorneys' Fees or Costs.** Except for the attorneys' fees and costs set
7 forth in this Settlement, the Parties agree to bear their own attorneys' fees and costs related to this
8 Action.

9 **50. Meet and Confer Regarding Disputes.** The Parties will meet and confer in good faith
10 to resolve any issues regarding the administration of the class fund, including disputed claims. In
11 the event that the Parties are not able to come to an agreement, they may seek a resolution from the
12 Court by submitting a joint statement and request for conference, or if that remedy is not available,
13 by filing a motion.

14 **51. No Admission of Liability.** The Parties acknowledge and agree that this Agreement
15 represents a settlement and compromise of a good-faith dispute, and that by entering into this
16 Agreement, no party admits any liability, wrongdoing, or negligence. No provision of this
17 Agreement or of any related document shall be construed as an admission or concession of liability,
18 wrongdoing, or negligence.

19 **52. Voluntary Agreement.** Each party to this Agreement acknowledges and agrees that
20 this Agreement is executed voluntarily, without duress or undue influence on the part of, or on
21 behalf of, any other person or entity, and that they have had the right and full opportunity to consult
22 with legal counsel or any other person of their choosing before signing this Agreement, and that
23 the Parties have entered into this Agreement voluntarily and with knowledge that it shall become a
24 binding and enforceable contract affecting their legal rights.

25 **53. Entire Agreement.** This Agreement constitutes the entire understanding between
26 Plaintiffs and Defendants and supersedes any other oral or written understanding or agreement
27 pertaining to the subject matter herein. No person or party is authorized to make any
28 representations, warranties, or promises except as set forth in writing in this Agreement. No

1 statement, agreement, representation, or promise by any person which is not contained in this
2 Agreement shall be valid or binding. No modification of this Agreement shall be of any force or
3 effect unless in writing and executed by Plaintiffs and Defendants.

4 **54. Severability.** If any provision of this Agreement is determined to be invalid or
5 unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity
6 or enforceability of any other provision of this Agreement and all other provisions shall remain in
7 full force and effect.

8 **55. Governing Law.** This Agreement shall be construed and enforced in accordance with
9 the laws of the State of California. The Parties consent to the jurisdiction of the courts of the State
10 of California and to the venue of San Joaquin County for any and all matters pertaining to the
11 interpretation or enforcement of this Agreement.

12 **56. Cooperation in Drafting.** The Parties have cooperated in the negotiation and
13 preparation of this Settlement. This Settlement will not be construed against any Party on the basis
14 that the Party, or the Party's counsel, was the drafter or participated in the drafting of this
15 Settlement.

16 **57. Interpretation of this Agreement.** This Agreement and any documents or instruments
17 delivered pursuant thereto shall not be construed in favor of, or against, any party hereto by reason
18 of the extent to which the party and/or their counsel have participated in the drafting of this
19 Agreement. Each and every provision of this Agreement and such other documents and instruments
20 shall be construed as though all Parties hereto participated equally in the drafting thereof. Any
21 statute or rule of construction that a document is to be construed against the drafting party shall not
22 be employed in the interpretation of this Agreement.

23 **58. Fair Settlement.** Plaintiffs, Defendants, Class Counsel, and Defense Counsel believe
24 that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have
25 arrived at this Settlement through arm's-length negotiations, taking into account all relevant factors,
26 current and potential, and is consistent with public policy, and fully complies with applicable
27 provisions of law.

28 **59. Notice.** All notices, demands, or other communications given under this Settlement

1 must be in writing and addressed as follows:

2 *To Plaintiffs and the Class:*

3 Ezra Kautz
4 Cecilia Guevara Langberg
5 California Rural Legal Assistance
6 2210 K Street, Suite 201
7 Sacramento, CA 95816
8 Telephone: (916) 446-7904
9 ekautz@crlaf.org
10 cguevarazamora@crlaf.org

11 And

12 *To Defendants:*

13 Ian B. Wieland
14 Charles P. Hamamjian
15 SAGASER, WATKINS & WIELAND, PC
16 5260 North Palm Avenue, Suite 400
17 Fresno, California 93704
18 Telephone: (559) 421-7000
19 Facsimile: (559) 473-1483
20 ian@sw2law.com
21 charles@sw2law.com

22 Theodore Tadd Hoppe
23 Hoppe Law
24 680 W. Shaw, Suite 207
25 Fresno, CA 93704
26 Telephone: (559) 241-7070
27 Facsimile: (559) 241-7212
28 tad@hoppe-law.com

60. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the principals, agents, representatives, administrators, trustees, successors, and assigns of the Parties and Class Members, and shall inure to the benefit of all persons, firms, corporations, agents, or principals against whom the claims released herein might be asserted.

61. **Signatures.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of a party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all Parties shall constitute an original of this

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Agreement. Facsimile, electronic, and/or scanned copies of signatures shall be deemed originals.

PLAINTIFFS:

Edgar Montes

Dated: _____

Edgar Montes Sánchez
Plaintiff

Dated: _____

Arturo Ramírez Álvarez
Plaintiff

Dated: _____

Filiberto López Herrera
Plaintiff

Dated: _____

Sergio Jiménez García
Plaintiff

Dated: _____

Esperanza Herrera Ramírez, as successor-in-
interest to Daniel Varelas Herrera
Plaintiff

Dated: _____

Martín Varela Sifuentes, as successor-in-
interest to Daniel Varelas Herrera
Plaintiff

DEFENDANTS:

Dated: _____

1 Agreement. Fascimile, electronic, and/or scanned copies of signatures shall be deemed originals.

2

3 PLAINTIFFS:

4

5 Dated: _____

Edgar Montes Sánchez
Plaintiff

6

7 Dated: 19/07/2023

~~Arturo Ramírez~~
Arturo Ramírez Álvarez
Plaintiff

8

9

10

11 Dated: _____

Filiberto López Herrera
Plaintiff

12

13

14 Dated: _____

Sergio Jiménez García
Plaintiff

15

16

17 Dated: _____

Esperanza Herrera Ramírez, as successor-in-
interest to Daniel Varelas Herrera
Plaintiff

18

19

20

21 Dated: _____

Martín Varela Sifuentes, as successor-in-
interest to Daniel Varelas Herrera
Plaintiff

22

23

24

25

26 DEFENDANTS:

27

28 Dated: _____

1 Agreement. Fascimile, electronic, and/or scanned copies of signatures shall be deemed originals.

2
3 PLAINTIFFS:

4
5 Dated: _____

Edgar Montes Sánchez
Plaintiff

6
7 Dated: _____

Arturo Ramírez Álvarez
Plaintiff

8
9
10 Dated: 24/Julio/2023

Lopez Herrera Filiberto
Filiberto López Herrera
Plaintiff

11
12
13 Dated: _____

Sergio Jiménez García
Plaintiff

14
15
16 Dated: _____

Esperanza Herrera Ramírez, as successor-in-
interest to Daniel Varelas Herrera
Plaintiff

17
18
19 Dated: _____

Martín Varela Sifuentes, as successor-in-
interest to Daniel Varelas Herrera
Plaintiff

20
21
22
23
24
25
26 DEFENDANTS:

27
28 Dated: _____

1 Agreement. Fascimile, electronic, and/or scanned copies of signatures shall be deemed originals.

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLAINTIFFS:

Dated: _____

Edgar Montes Sánchez
Plaintiff

Dated: _____

Arturo Ramírez Álvarez
Plaintiff

Dated: _____

Filiberto López Herrera
Plaintiff

Dated: 8-15-23

Sergio Jimenez Garcia
Sergio Jiménez García
Plaintiff

Dated: _____

Esperanza Herrera Ramírez, as successor-in-
interest to Daniel Varelas Herrera
Plaintiff

Dated: _____

Martín Varela Sifuentes, as successor-in-
interest to Daniel Varelas Herrera
Plaintiff

DEFENDANTS:

Dated: _____

1 Agreement. Fascimile, electronic, and/or scanned copies of signatures shall be deemed originals.

2
3 PLAINTIFFS:

4
5 Dated: _____

Edgar Montes Sánchez
Plaintiff

6
7 Dated: _____

Arturo Ramírez Álvarez
Plaintiff

8
9
10 Dated: _____

Filiberto López Herrera
Plaintiff

11
12
13 Dated: _____

Sergio Jiménez García
Plaintiff

14
15
16 Dated: 07-27-23

Esperanza Herrera
Esperanza Herrera Ramírez, as successor-in-
interest to Daniel Varelas Herrera
Plaintiff

17
18
19
20 Dated: 07-27-23

Martín Varela S
Martín Varela Sifuentes, as successor-in-
interest to Daniel Varelas Herrera
Plaintiff

21
22
23
24
25
26 DEFENDANTS:

27
28 Dated: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEFENDANTS:

Dated: 07.24.2023

Robert E. Hawk

Sarbanand Farms, LLC
By: Robert E. Hawk
Title: Chief Executive Officer
Defendant

Dated: 07.24.2023

Robert E. Hawk

Munger Bros, LLC
By: Robert E. Hawk
Title: Chief Executive Officer
Defendant

Dated: 07.24.2023

Robert E. Hawk

Crowne Cold Storage, LLC
By: Robert E. Hawk
Title: Chief Executive Officer
Defendant

Dated: 07.24.2023

Robert E. Hawk

Robert Hawk
Defendant

Dated: 07.24.2023

Cliff Woolley

Cliff Woolley
Defendant

APPROVED AS TO FORM

Dated: 7/25/2023

Ian Wieland

Ian Wieland
Sagaser, Watkins, and Wieland PC
Attorneys for Defendants

Dated: 8/17/2023

Ezra Katz

Ezra Katz
California Rural Legal Assistance Foundation
Attorneys for Plaintiffs