

CLASS/COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT

Subject to final approval by the Court, the parties hereby agree to the following binding settlement of the class and collective action designated as *Miguel Gutierrez v. New Hope Harvesting, LLC, Guadalupe Gaspar, Eugenia Gaspar Martinez, Araceli Gaspar Martinez, and JDB Pro, Inc., d/b/a Central West Produce, Inc.*, Central District of California, Case No. 2:19-cv-07007-FWS-AFM (“Lawsuit”), and to which the parties agree to recommend approval of the settlement terms set forth in this Settlement Agreement (“Agreement”).

I. DEFINITIONS.

- A. “Action” means the Plaintiff’s Lawsuit alleging wage and hour violations against DEFENDANTS captioned *Miguel Gutierrez v. New Hope Harvesting, LLC, Guadalupe Gaspar, Eugenia Gaspar Martinez, Araceli Gaspar Martinez, and JDB Pro, Inc., d/b/a Central West Produce, Inc.*, initiated on June 15, 2019, and pending in the United States District Court for the Central District of California, Case No. 2:19-cv-07007-FWS-AFM.
- B. “Administrator” means the neutral entity the Parties have agreed to appoint to administer the Settlement.
- C. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- D. “Aggrieved Employee” means all non-exempt agricultural employees who performed field work for Defendants New Hope Harvesting, LLC, Guadalupe Gaspar, Eugenia Gaspar Martinez, and Araceli Gaspar Martinez in the production of strawberries—including, but not limited to, tasks such as planting, cultivating, pruning, harvesting, picking, and packing—in California at any time between April 16, 2018, through the date of preliminary approval.
- E. “Class Members” are defined as follows: All non-exempt agricultural employees who performed field work for Defendants in the production of strawberries—including, but not limited to, tasks such as planting, cultivating, pruning, harvesting, picking, and packing—in California at any time between February 4, 2016, through the date of preliminary approval.
- F. “Class Counsel” means Verónica Meléndez and Ezra Kautz of California Rural Legal Assistance Foundation and Marco Palau, Joseph Sutton, and Eric Trabucco of Advocates for Worker Rights LLP.
- G. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- H. “Class Data” means Class Member identifying information in DEFENDANTS’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- I. “Class Member” or “Settlement Class Member” means a member of the Class, as either

a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- J. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- K. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- L. “Class Period” means the period from February 4, 2016, through the date of preliminary approval.
- M. “Class Representative” means the named Plaintiff, Miguel Gutierrez, in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- N. “Class Representative Enhancement Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- O. “Court” means the United States Federal District Court for the Central District of California.
- P. “DEFENDANTS” means named Defendant New Hope Harvesting, LLC (“New Hope Harvesting”), Guadalupe Gaspar, Eugenia Gaspar Martinez, Araceli Gaspar Martinez (collectively “NHH DEFENDANTS”) and JDB Pro, Inc., d/b/a Central West Produce, Inc. (“CWP DEFENDANT”).
- Q. “Defense Counsel” means Veronica T. Hunter and Dorothy L. Black of Jackson Lewis P.C. for Defendants New Hope Harvesting, Guadalupe Gaspar, Eugenia Gaspar Martinez, and Araceli Gaspar Martinez; and Rafael Gonzalez and Brian Daly of Mullen and Henzell LLP for Defendant JDB Pro, Inc., d/b/a Central West Produce, Inc.
- R. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- S. “Final Approval” means the Court’s order granting final approval of the Settlement.
- T. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- U. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- V. “FLSA Collective Members” refers to all non-exempt H-2A agricultural workers employed by New Hope Harvesting, LLC who opted in as FLSA Plaintiffs prior to this Settlement and is comprised of all FLSA Opt-In Plaintiffs as defined herein.
- W. “FLSA Collective Member Payment” means a payment in the amount of \$1,000 to each

FLSA Opt-In Plaintiff to recover wages and liquidated damages pursuant to the FLSA claim as alleged in the Action.

- X. “FLSA Opt-In Plaintiffs” refers to nonexempt H-2A workers who gave consent to opt in as FLSA Plaintiffs a result of the Court’s conditional certification of the FLSA Collective, or before conditional certification of the FLSA Collective. The FLSA Opt-Ins include Miguel Gutierrez, Claudia Flores, Alejandra Flores, Catalino Ruben Almaraz, Eligio Ruiz Manzano, Isabel Jacobo Hernandez, Jorge Almaraz, Rocio Vasquez, Dionisia Bolaños, Pablo Guzmán Ruiz, and Gerardo Cruz.
- Y. “FLSA Opt-In Plaintiffs Enhancement Payments” means the payments to the FLSA Opt-In Plaintiffs who participated in depositions, answered discovery, attended meetings with Class counsel, and provided declarations in support of class certification.
- Z. “Gross Settlement Amount” means One Million Dollars (\$1,000,000.00), with the exception of the employer-side payroll taxes which are in addition to Gross Settlement Amount and shall be paid by DEFENDANTS as part of the Settlement to settle this Lawsuit.
- AA. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- BB. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- CC. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- DD. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- EE. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- FF. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, FLSA Collective Member Payments, Class Representative Enhancement Payment, FLSA Opt-In Plaintiffs Enhancement Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- GG. NHH DEFENDANTS New Hope Harvesting, Guadalupe Gaspar, Eugenia Gaspar Martinez, and Araceli Gaspar Martinez.
- HH. NHH DEFENDANTS’ Counsel means Veronica T. Hunter and Dorothy L. Black of Jackson Lewis P.C.
- II. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- JJ. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for DEFENDANTS for at least one day during the PAGA Period.
- KK. “PAGA Period” means the period from April 16, 2018 through the date of preliminary approval.

- LL. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- MM. "PAGA Notice" means Plaintiff's letter to DEFENDANTS and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- NN. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.
- OO. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- PP. "Party" or "Parties" means Plaintiff Miguel Gutierrez and Defendants New Hope Harvesting, LLC, Guadalupe Gaspar, Eugenia Gaspar Martinez, and Araceli Gaspar Martinez, collectively or individually.
- QQ. "Plaintiff" means Miguel Gutierrez, the named plaintiff in the Action.
- RR. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- SS. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- TT. "Released Class Claims" means the claims being released as described in Paragraph V.C. below.
- UU. "Released PAGA Claims" means the claims being released as described in Paragraph V.D. below.
- VV. "Released Parties" means: DEFENDANTS and each of its/their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.
- WW. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- XX. "Response Deadline" means 60-days after the Administrator mails and/or transmits Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, mail, or WhatsApp their Requests for Exclusion from the Settlement, and any Objection they may have to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- YY. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- ZZ. "Workweek" means any week during which a Class Member worked for DEFENDANTS for at least one day, during the Class Period.

II. RECITALS.

- A. On April 11, 2019, Plaintiff provided timely notice to the Labor & Workforce Development Agency ("LWDA") to comply with statutory exhaustion requirements of Labor Code § 2669.3 ("PAGA"). Having received no notice from the LWDA that it intended to investigate the matter, Plaintiff filed this action on June 15, 2019, in Santa

Barbara County Superior Court as a representative PAGA action against New Hope Harvesting, LLC, Guadalupe Gaspar, Eugenia Gaspar, and Araceli Gaspar (“NHH Defendants”).

- B. The NHH Defendants removed the action to the Central District on August 14, 2019. On January 15, 2020, Plaintiff amended the original complaint to add class allegations and a new defendant, JDB Pro, Inc., d/b/a Central West Produce, Inc. (“CWP”). CWP answered the First Amended Complaint on April 21, 2020.
- C. The First Amended Complaint (“FAC”), which is the operative complaint, asserts the following claims for relief: (i) Violation of the federal minimum wage, Fair Labor Standards Act, 29 U.S.C. § 206; (ii) Failure to pay contractual wages, in violation of 20 C.F.R. § 655.122, et seq.; (iii) Failure to pay overtime wages, in violation of California Labor Code § 510; (iv) Failure to pay minimum wage for all hours worked, in violation of California Labor Code §§ 1182.12, 1194, and 1197; (v) Liquidated damages for failure to pay minimum wage, pursuant to California Labor Code § 1194.2.; (vi) Failure to pay all wages due upon termination, in violation of California Labor Code §§ 201, 202, and 203; (vii) Failure to indemnify employees for necessary expenditures, in violation of California Labor Code § 2802; (viii) Failure to provide meal periods, in violation of IWC Wage Order 14 and California Labor Code §§ 512 and 226.7; (ix) Failure to provide rest periods, in violation of IWC Wage Order 14 and California Labor Code § 226.7; (x) Failure to provide accurate and complete itemized wage statements, in violation of California Labor Code § 226; (xi) Violation of the Unfair Competition Law, California Business & Professions Code §§ 17200, et seq.; (xii) Penalties pursuant to the Private Attorneys General Act, California Labor Code §§ 2698, et seq.
- D. On October 13, 2020, the Parties participated in an all-day mediation that did not result in the Parties reaching an agreement. Plaintiff and all DEFENDANTS participated in this first mediation. On February 7, 2023, Plaintiff and the NHH Defendants participated in another all-day mediation that also did not result in the Parties reaching an agreement. CWP did not participate in this mediation, as it occurred after the Court had ruled in favor of CWP on cross motions for summary judgment. Following the February 7, 2023 mediation, Plaintiff and the NHH Defendants continued to engage in settlement discussions without the assistance of a mediator. On July 31, 2023, Plaintiff and the NHH Defendants reached an agreement in principal.
- E. On or about August 4, 2023 Plaintiff and the NHH Defendants gave notice to the Court of their agreement to settle this Action and filed a Stipulation Requesting to Vacate all Deadlines pending the filing of a motion for preliminary approval of class settlement.
- F. Prior to the two mediations and settlement discussions following the February 7, 2023 mediation, the Parties engaged in extensive formal discovery propounding and responding to each other’s discovery requests, conducting numerous depositions both in California and in Baja California, Mexico, and DEFENDANTS produced thousands of records in response to Plaintiff’s requests related to Plaintiff’s wage and hour and joint employment claims, including time and payroll records.
- G. On January 27, 2021, the Court conditionally certified the FLSA Collective.
- H. The Court has not granted class certification.
- I. The Parties, Class Counsel, and NHH DEFENDANTS’ Counsel represent that they are not aware of any other pending matter or action asserting claims that will be

extinguished or affected by the Settlement.

III. MONETARY TERMS.

- A. Gross Settlement Amount. Except as otherwise provided by Paragraph IV.C. below, NHH DEFENDANTS agree to pay \$1,000,000.00 and no more as the Gross Settlement Amount and to separately pay all employer payroll taxes owed on the Wage Portions (defined in Section III.F) of the Individual Class Payments. None of the Gross Settlement Amount will revert to DEFENDANTS.
- B. Default Judgment. NHH DEFENDANTS agree that, as a condition of this structured settlement, in the event of a default, Plaintiffs and the Class will be entitled to a stipulated judgment as set forth in Section IV.C
- C. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 1. To Plaintiff: Class Representative Enhancement Payment to the Class Representative of not more than \$20,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). NHH DEFENDANTS will not oppose Plaintiff's request for a Class Representative Enhancement Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Enhancement Payment no later than 28-days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
 2. To FLSA Opt-In Plaintiffs: FLSA Opt-In Enhancement Payments of not more than \$7,500 to each non-exempt H-2A worker who gave consent to opt in as an FLSA Plaintiffs as a result of the Court's conditional certification of the FLSA Collective, or before conditional certification of the FLSA Collective. The FLSA Opt-Ins include Miguel Gutierrez, Claudia Flores, Alejandra Flores, Catalino Ruben Almaraz, Eligio Ruiz Manzano, Isabel Jacobo Hernandez, Jorge Almaraz, Rocio Vasquez, Dionisia Bolaños, Pablo Guzmán Ruiz, and Gerardo Cruz. NHH DEFENDANTS will not oppose Plaintiff's request for an FLSA Opt-In Enhancement Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the FLSA Opt-In Enhancement Payments no later than 28-days prior to the Final Approval Hearing. If the Court approves a FLSA Opt-In Enhancement Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the FLSA Opt-In Enhancement Payments using IRS Form 1099. The FLSA Opt-In Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
 3. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and 1/3% of

the Gross Settlement Amount, which is currently estimated to be \$333,300.00 and a Class Counsel Litigation Expenses Payment of not more than \$90,000. NHH DEFENDANTS will not oppose requests for these payments provided that the requests do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 28-days days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds NHH DEFENDANTS harmless, and indemnifies NHH DEFENDANTS, from any dispute or controversy regarding any division or sharing of any of these Payments.

- D. To the Administrator: An Administrator Expenses Payment not to exceed \$30,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$30,000, the Administrator will retain the remainder in the Net Settlement Amount.
- E. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- F. Tax Allocation of Individual Class Payments. 40% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 60% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for e.g., interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.
- G. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- H. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.
- I. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay

Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- J. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

IV. **SETTLEMENT FUNDING AND PAYMENTS.**

- A. **Class Data.** Not later than 14 days after the Court grants Preliminary Approval of the Settlement, NHH DEFENDANTS will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, including the name, last known mailing address, and telephone number of each Class and FLSA Collective Member. NHH DEFENDANTS shall also provide copies of each Class and FLSA Collective Member passports so that Plaintiff's counsel can attempt to locate workers not residing in Mexico or the United States. To protect Class Members' privacy rights, the Administrator and Class Counsel must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. NHH DEFENDANTS has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. With a reasonable extension of the deadline by which NHH DEFENDANTS must send the Class Data to the Administrator to the extent necessary, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- B. **Funding of Gross Settlement Amount.** NHH DEFENDANTS shall fund the \$1,000,000 Settlement and also fund the amounts necessary to fully pay NHH DEFENDANT's share of payroll taxes with six equal quarterly payments of \$166,666.67 over the course of eighteen (18) months by depositing said payments into an interest-bearing, Qualified Settlement Fund ("QSF") established by the chosen Settlement Administrator. The first of the six payments of \$166,666.67 shall occur no later than 30 days after the Court grants preliminary approval of the proposed Settlement.¹ The remaining five payments of \$166,666.67 shall be transmitted to the Settlement Administrator by NHH DEFENDANTS in three-month intervals based on the date the initial payment is made.
- C. **Default.** Upon a default in payment, notice shall be given in writing to NHH DEFENDANTS through NHH DEFENDANTS' Counsel by email providing NHH DEFENDANTS 30 days to cure. The cost to cure will be \$500 as the reasonable amount for attorneys' fees and late payment penalty payable to the Administrator. Any late payment fees shall be added to the Gross Settlement Amount. During the term of this structured Settlement, NHH DEFENDANTS will be allowed to have two late payment episodes, provided that the late payments are cured within the 30th day after the written notice to cure. In the event of a third late payment episode, Plaintiffs may immediately

¹ Should the Court not grant Final Approval of the Settlement, the Parties agree that any funds deposited by NHH DEFENDANTS into the QSF shall be refunded to NHH DEFENDANTS within fourteen (14) days of the order denying Final Approval.

declare a final default and obtain a stipulated judgment under the terms described herein.

- D. Default Judgement. In the event of default by NHH DEFENDANTS, Plaintiffs shall be entitled to a stipulated judgement against NHH Defendants for the Gross Settlement Amount, less any payments made through the date of default, pursuant to the terms of the Settlement.
- E. Amount Allocated to FLSA Collective. Each FLSA Opt-In Plaintiff will receive \$1,000 of the Net Settlement Fund. This amount is based on calculations performed by Class Counsel based on information available through discovery and from FLSA Opt-In Plaintiffs. Class Counsel estimated that each FLSA Opt-In Plaintiff spent the equivalent of \$500 in out-of-pocket expenses to obtain their H-2A visas and travel to the U.S. and which were not reimbursed during the first workweek performing labor for NHH DEFENDANTS, and that an equal amount is allegedly due to them as liquidated damages under the FLSA.
- F. Amount Allocated to Class Members Claims. After deducting the amount allocated to the FLSA Collective, the Net Settlement Fund shall be allocated to the Class Members Claims. Individual Settlement Shares for the Class Members Claims shall be made pursuant to a formula by which each Class Member receives a pro-rata portion based upon the number of weeks employed by NHH DEFENDANTS during the Class Period. Each Class Member's number of weeks worked will be derived from the active contract dates and data contained in the records kept by NHH DEFENDANTS in the ordinary course of business during the Class Period.
- G. Payments from the Gross Settlement Amount. Within 14 days after NHH DEFENDANTS fully fund the Gross Settlement Amount, the Administrator will make payments for all Individual Class Payments, all FLSA Member Collective Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment, and the FLSA Opt-In Enhancement Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, FLSA Member Collective Payments, and Individual PAGA Payments.
- H. The Administrator will issue payments for Individual Class Payments, FLSA Member Collective Payments, and/or Individual PAGA Payments and send them to the Class Members participating in the Settlement via the method elected by the Class Member and communicated to the Administrator. For payments by check, the check shall prominently state the date (not less than 180 days after the date of mailing) when the payment will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees and who communicated their selected payment method to the Administrator. The Administrator may send Participating Class Members a single payment combining the Individual Class Payment and the Individual PAGA Payment.
- I. For any Class Member whose Individual Class Payment or Individual PAGA Payment is uncashed and cancelled after the void date, or for any amount that is not claimed by a Participating Class Member or Aggrieved Employee with an address outside of the United States, the amount of such uncashed amounts shall be re-distributed to Class

Members and Aggrieved Employees who received and cashed their first payment, unless the total uncashed amount is less than \$10,000, in which case the uncashed funds shall be delivered to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) (“Cy Pres Recipient”). Any funds that are not cashed within 180 days after this second distribution shall be distributed to the Cy Pres Recipient. The Parties will propose the United Farm Workers Foundation as the Cy Pres Recipient. The Parties, Class Counsel, and NHH DEFENDANTS’ Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

V. RELEASES OF CLAIMS.

Effective on the date when NHH DEFENDANTS fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class/Collective Members, and Class Counsel will release claims against all Released Parties as follows:

- A. Plaintiff’s Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff’s PAGA Notice (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.
- B. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.
- C. Release by Participating Class/Collective Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the

Operative FAC. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- D. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

VI. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

- A. NHH DEFENDANTS' Declaration in Support of Preliminary Approval. Within 21 days of the full execution of this Agreement, NHH DEFENDANTS will prepare and deliver to Class Counsel by email a signed Declaration from NHH DEFENDANTS and NHH DEFENDANTS' Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, NHH DEFENDANTS' Counsel and NHH DEFENDANTS shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- B. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to NHH DEFENDANTS' Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the fairness, reasonableness, and adequacy of the Settlement, and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members [and/or the proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or NHH DEFENDANTS' Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator [and/or the proposed Cy Pres]; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative FAC (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or

action asserting claims that will be extinguished or adversely affected by the Settlement.

- C. Responsibilities of Counsel. Class Counsel and NHH DEFENDANTS' Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30-days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- D. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and NHH DEFENDANTS' Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and NHH DEFENDANTS' Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

VII. SETTLEMENT ADMINISTRATION.

- A. Selection of Administrator. The Parties have jointly selected Atticus Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- B. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- C. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- D. Notice to Class Members.
 - 1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 2. Using best efforts to perform as soon as possible, and in no event later than thirty (30) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, the Notice Packet to the Class via U.S. Mail, mail service in their home country, and/or WhatsApp. Prior to mailing, the Claims Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes. For each notice packet returned as undeliverable, without a forwarding address, the

Claims Administrator will perform a single computer and/or “skiptrace” search to obtain an updated address. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
5. If the Administrator, NHH DEFENDANTS or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

E. Election of Payment Method (Payment Form)

1. Class Members who reside outside of the United States will have 90 days from the date the settlement becomes fully funded to communicate to the Administrator by fax, email, electronic transmission, or WhatsApp their preferred method of payment. Should the Class Member submit *both* a Payment Form and a request for exclusion, the Administrator will attempt to contact the Class Member to discern their intention, but if they are unable to reach the Class Member, the Payment Form submitted will be deemed to override their request for exclusion, and the Class Member will not be considered to have opted out.

F. Requests for Exclusion (Opt-Outs).

1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, mail, or electronically transmit a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class

Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
 3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
 4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.
- G. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, mail, or by electronic means. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- H. Objections to Settlement.

1. Only Participating Class Members who have not submitted a valid opt out request may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
 2. Participating Class Members may send written objections to the Administrator, by fax, mail, or electronic means. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
 3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- I. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
 2. Payment Forms, Requests for Exclusion (Opt-outs), and Exclusion List. The Administrator will promptly review on a rolling basis Payment Forms and Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid either Payment Forms or Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
 3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and NHH DEFENDANTS' Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Payment Forms, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly

Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

4. **Workweek and/or Pay Period Challenges.** The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
5. **Administrator's Declaration.** Not later than seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, and Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
6. **Final Report by Settlement Administrator.** Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and NHH DEFENDANTS' Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and NHH DEFENDANTS' Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

VIII. CLASS SIZE ESTIMATE. Based on its records, NHH DEFENDANTS estimates that, as of the date of this Settlement Agreement, there are approximately 900 Class Members.

IX. NHH DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, NHH DEFENDANTS may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if NHH DEFENDANTS withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, NHH DEFENDANTS will remain responsible for paying all Settlement Administration Expenses incurred to that point. NHH DEFENDANTS must notify Class Counsel and the Court of their election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

X. MOTION FOR FINAL APPROVAL.

- A. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- B. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Enhancement Payment, FLSA Opt-In Plaintiffs Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- C. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- D. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- E. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

XII. INJUNCTIVE RELIEF AND CONSENT DECREE

- A. Injunction. Unless otherwise provided herein, the injunctive relief and Consent Decree provisions of this Settlement shall be binding on NHH DEFENDANTS beginning ten (10) calendar days after the entry of the Court's order granting final approval. Unless this Settlement is mutually modified as permitted herein or the Court declines to grant final approval, the injunctive relief and Consent Decree provisions of this Settlement shall remain in effect until the earlier of 3 years from Date of Execution of this Agreement or the last date New Hope Harvesting, LLC, Guadalupe Gaspar, Eugenia Gaspar Martinez, Araceli Gaspar Martinez, or any entities under their direction, control, or ownership, in whole or in part, cease to employ agricultural workers.
- B. Terms of Injunction. As consideration for this Settlement, Defendant shall enter into a Court-enforceable Consent Decree pursuant to which it agrees to be bound, prospectively, to the following terms:
1. NHH DEFENDANTS shall advance and/or cover all expenses that H-2A employees incurred in obtaining the H-2A visa, including visa fee, travel, lodging, and meals during the H-2A employees first workweek so that it does not fall below the Fair Labor Standards Act's minimum wage requirements, if required by applicable law.
 2. NHH DEFENDANTS shall advance and/or cover all expenses for H-2A workers to travel from the U.S. work location to the place they were recruited from, if required by applicable law.
 3. NHH DEFENDANTS shall not charge H-2A employees for cleaning and maintenance expenses related to housing and transportation provided during the time they are employed by New Hope Harvesting, if prohibited by applicable law.
 4. NHH DEFENDANTS shall implement a timekeeping system so that field workers are able to record the time when they report to the pickup spot for travel to the fields, record meal periods, and record the time they return to employer-provided housing. The timekeeping system must also be capable of allowing workers who do not travel in employer vehicles to record the time they report to work, the time they start and end meal periods, and the time they complete the final work activities of the workday and are free of duty and free to leave the worksite.
 5. NHH DEFENDANTS shall review its records at least once at the end of each pay period to determine whether each hourly, non-exempt employee was provided all full and timely 30-minute meal periods as required by California law as reflected in the applicable Wage Order. For each day during that pay period on which the records reflect that such hourly, non-exempt employee was not provided all full and timely 30-minute meal periods as required by California law as reflected in the applicable Wage Order, New Hope Harvesting shall pay the effected employee an additional one hour's wages. New Hope Harvesting is not required to make such one-hour premium payments to an hourly, non-exempt employee who acknowledges in writing that, with respect to that particular delayed or

shortened meal period, he/she was provided a full and timely meal period, but voluntarily elected to delay or shorten the meal period.

6. NHH DEFENDANTS shall provide wage statements to all hourly, non-exempt employees that separately record all regular hours and overtime hours for each pay period, the rate(s) of pay, any premium wages for missed, untimely, or short meal periods and rest breaks, and any deductions taken from that pay, if required by applicable law.
 7. NHH DEFENDANTS shall provide clean water, shade, and washing facilities in proximity to the field workers. Washing facilities must be reasonably clean.
 8. NHH DEFENDANTS shall provide separate compensation for rest periods and nonproductive time in accordance with LC 226.2 when paying on a piece-rate basis, if required by applicable law.
 9. NHH DEFENDANTS shall compensate domestic field workers at a rate that is not less than the rate paid to H-2A workers, if required by applicable law.
 10. NHH DEFENDANTS shall provide laundry facilities in employer housing for H-2A workers or reimburse H-2A workers for laundry expenses, if required by applicable law.
 11. NHH DEFENDANTS shall provide all field workers with all necessary tools to complete their job or reimburse expenses incurred to obtain tools, if required by applicable law.
 12. NHH DEFENDANTS shall ensure that any job orders obtained by NHH should accurately reflect the terms in the consent decree.
 13. NHH DEFENDANTS shall conduct regular trainings for managers, at the time of initial hire, promotion, and periodically thereafter, during which Defendant shall inform managers of employees' legal rights regarding (1) rest and meal periods; (2) meal waivers; (3) overtime and minimum wage requirements; (4) providing shade, water, and breaks; (5) providing all necessary work tools and equipment; (6) not charging cleaning fees for the transportation provided and housing; (7) providing laundry services at no cost; (8) providing housing that meets federal and state standards; (9) reimbursing or advancing inbound expenses during the first workweek to prevent employees' wages from falling below federal law; and (10) advancing outbound expenses to employees returning to their home.
 14. NHH DEFENDANTS shall provide the Know-Your-Rights Notices attached as Exhibit B (for H2A Workers) and Exhibit C (for domestic workers) on the first workday of the season for each field worker.
- C. Modification. Whenever possible, each provision and term of the Consent Decree shall be interpreted in such a manner as to be valid and enforceable, provided, however, that if any term or provision of the Consent Decree is determined to be or is rendered unenforceable after final approval of the Settlement, all other terms and provisions of the Consent Decree shall remain unaffected, to the extent permitted by law. If any application of any term or provision of the Consent Decree to any specific person or circumstance should be determined to be invalid or unenforceable, the application of such term or provision to other persons or circumstances shall remain unaffected, to the extent permitted by law.

Class Counsel and NHH DEFENDANTS' Counsel may jointly agree in writing to modify the terms of the Consent Decree, subject to Court approval. If changed or other circumstances make a modification of the Consent Decree necessary to ensure that its purposes are fully effectuated, but good faith negotiations seeking such modifications are unsuccessful, any party to the Consent Decree shall have the right to move the Court to modify the Consent Decree. Such motion shall be granted only upon the movant proving to the Court by clear and convincing evidence that changed or other circumstances make such modification necessary

XIII. ADDITIONAL PROVISIONS.

- A. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by NHH DEFENDANTS that any of the allegations in the Operative FAC have merit or that NHH DEFENDANTS has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that NHH DEFENDANTS' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, NHH DEFENDANTS reserve the right to contest certification of any class for any reasons, and NHH DEFENDANTS reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest NHH DEFENDANTS' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- B. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, NHH DEFENDANTS and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) Defense Counsel or counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, DEFENDANTS and NHH DEFENDANTS' Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class

Members.

- C. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- D. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- E. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and NHH DEFENDANTS, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- F. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- G. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- H. No Tax Advice. Neither Plaintiff, Class Counsel, NHH DEFENDANTS nor NHH DEFENDANTS' Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- I. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- J. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- K. Applicable Law. All terms and conditions of this Agreement and its exhibits will be

governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- L. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- M. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- N. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- O. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- P. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

ADVOCATES FOR WORKER RIGHTS LLP
212 9th Street, Ste 314
Oakland, CA 94607
marco@advocatesforworkers.com
jds@advocatesforworkers.com
est@advocatesforworkers.com
notices@advocatesforworkers.com

CALIFORNIA RURAL LEGAL ASSISTANCE FOUNDATION
2210 K Street, Suite 201
Sacramento, CA 95816
vmelendez@crlaf.org
ekautz@crlaf.org

Veronica T. Hunter, Esq.
JACKSON LEWIS P.C.
717 Texas Avenue, Suite 1700
Houston, TX 77002
Veronica.Hunter@jacksonlewis.com

Dorothy L. Black, Esq.
JACKSON LEWIS P.C.

225 Broadway, Suite 1800
San Diego, CA 92101
Dorothy.Black@jacksonlewis.com

- Q. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- R. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Execution By Parties and Counsel

The Parties and their counsel hereby execute this document to evidence their acceptance and agreement of the settlement.

Dated:

02/01/2024

Miguel Angel Gutierrez Olmos
MIGUEL GUTIERREZ
Plaintiff

Dated:

MARCO A. PALAU
ADVOCATED FOR WORKERS RIGHTS LLP
Attorneys for Plaintiff and Settlement Class

Dated:

VERONICA MELENDEZ
CALIFORNIA RURAL LEGAL ASSISTANCE
FOUNDATION
Attorneys for Plaintiff and Settlement Class

Dated:

225 Broadway, Suite 1800
San Diego, CA 92101
Dorothy.Black@jacksonlewis.com

- Q. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- R. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Execution By Parties and Counsel

The Parties and their counsel hereby execute this document to evidence their acceptance and agreement of the settlement.

Dated:

MIGUEL GUTIERREZ
Plaintiff

Dated: 02/05/2024



MARCO A. PALAU
ADVOCATED FOR WORKERS RIGHTS LLP
Attorneys for Plaintiff and Settlement Class

Dated: 02/02/2024



VERONICA MELENDEZ
CALIFORNIA RURAL LEGAL ASSISTANCE
FOUNDATION
Attorneys for Plaintiff and Settlement Class

Dated:

Guadalupe Gaspar E
NEW HOPE HARVESTING, LLC
Defendant
By: Guadalupe Gaspar

Dated: 2/6/2024

Guadalupe Gaspar E
GUADALUPE GASPAR
Defendant

Dated: 2/6/2024

Eugenia Gaspar
EUGENIA GASPAR MARTINEZ
Defendant

Dated: 2/6/2024

Araceli Gaspar Martinez
ARACELI GASPAR MARTINEZ
Defendant

Dated: 2/7/2024

Dorothy L. Black
VERONICA T. HUNTER
DOROTHY L. BLACK
JACKSON LEWIS P.C.
Attorney for NHH Defendants

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

This Notice is Authorized by the U.S. District Court of the Central District of California.
Your legal rights are affected whether you act or not, so read this Notice carefully.

You may be eligible to receive money from a class action lawsuit (the “Case”) for alleged Labor Code violations brought by Miguel Gutierrez (“Plaintiff”) against New Hope Harvesting, LLC, Guadalupe Gaspar, Eugenia Gaspar, Araceli Gaspar, and JDB Pro, Inc. (“Defendants”). The case is pending in the U.S. District Court for the Central District of California as Case Number 2:19-cv-07077-FWS-AFM.

Based on Defendants’ records, you are estimated to receive a **Class Payment of \$ _____** (less tax withholding) and a **Civil Penalties Payment of \$ ____**. The actual amount you receive may be different depending on the amount of attorneys’ fees awarded by the Court, the number of exclusions received, and the number of employees who make claims. These estimates are based on Defendants’ records showing that **you worked _____ workweeks** during the Class Period and **___ workweeks** during the PAGA Period.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Participate in the Settlement and Receive Your Share of Settlement Funds	If you don’t exclude yourself, you are entitled to receive money from the Settlement. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement.
You Must Contact the Administrator to Arrange Payment	If the Settlement is granted final approval by the Court, you must contact the Settlement Administrator to arrange your payment. You may receive a check, bank transfer, or digital credit card by contacting the Settlement Administrator at +1-888-442-8688 or WhatsApp at +612-205-1767, or by email at casonewhope@atticusadmin.com .
You Can Challenge the Calculation of Your Workweeks	The amount of your Class and Civil Penalties Payments (if any) depend on how many workweeks you worked within the Class and PAGA Periods. The workweek estimates are based on Defendants’ records. If you disagree, you must submit a challenge by ____.
You Have the Right to Exclude Yourself from the Class Settlement but not the PAGA Settlement The Deadline to Exclude Yourself is ___	If you don’t want to participate in the Settlement, you can exclude yourself by sending a written request. You no longer will be eligible to recover the Class Payment or object to the settlement. But you may be able to pursue your claims separately against Defendants. Note that you cannot exclude yourself from the Civil Penalties portion of the Settlement. If you worked within the PAGA period, you are entitled to receive your share of civil penalties even if you exclude yourself from the Class Payment.
Participating Class Members Can Object to the Class Settlement	Class Members who do not exclude themselves have a right to object to any aspect of the proposed Settlement. You may not object if you exclude yourself from the Settlement. Objections must be in writing and submitted to the Administrator on or before _____.

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

1. WHAT IS THE CASE ABOUT?

Plaintiff is a former employee of Defendants who alleged Defendants violated California labor laws by failing properly to pay overtime wages and minimum wages, failing to provide proper rest and meal periods, and improperly charging or failing to reimburse expenses. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Plaintiff also brought an opt-in claim under the Fair Labor Standards Act (“FLSA”) and obtained conditional certification of the FLSA claim (“FLSA Collective”). Ten individuals decided to join the FLSA Collective as Plaintiffs: Claudia Flores, Alejandra Flores, Catalino Ruben Almaraz, Eligio Ruiz Manzano, Isabel Jacobo Hernandez, Jorge Almaraz, Rocio Vasquez, Dionisia Bolaños, Pablo Guzmán Ruiz, and Gerardo Cruz. These workers are the FLSA Opt-In Plaintiffs.

Plaintiff and the FLSA Opt-In Plaintiffs are represented by lawyers at the firms Advocates for Worker Rights LLP and California Rural Legal Assistance Foundation (“Class Counsel”).

Defendants deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE CASE HAS SETTLED?

So far, the Court has not decided whether Defendants or Plaintiff is correct on the merits. After extensive negotiations in front of two mediators and between the Parties, a settlement was reached and later reduced to writing in a lengthy settlement agreement (“Agreement”). The Agreement was presented to the Court for preliminary approval and the Court made the preliminary determination that the terms of the Agreement are fair and reasonable to you and the Class.

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

- A. Defendants will pay \$1,000,000 (“Gross Settlement”) to settle all claims. Defendants agreed to pay the Gross Settlement in six equal quarterly payments of \$166,666.67 over the course of 18 months. The payments will be deposited into an interest-bearing account established by the Settlement Administrator approved by the Court. The first of the six payments of \$166,666.67 shall occur no later than 30 days after the Court grants preliminary approval of the proposed Settlement. The remaining five payments of \$166,666.67 shall be transmitted to the Settlement Administrator by the Defendants in three-month intervals based on the date the initial payment is made.
- B. Court-Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and Class Counsel will ask the Court to approve the following deductions from the Gross Settlement:
 - i. Up to \$ 333,300.00 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$90,000 for the litigation expenses they have incurred without payment.
 - ii. Up to \$20,000.00 as a Class Representative Service Award to Plaintiff Miguel

Gutierrez for initiating the Case and representing the Class.

- iii. Up to \$7,500 as a Service Award to each of the FLSA Opt-In Plaintiffs for their service on behalf of the Class, which includes giving a declaration in support of class certification, responding to discovery, and providing deposition testimony.
- iv. Up to \$30,000 to the Administrator for services administering the Settlement.
- v. Up to \$15,000 for PAGA Penalties, allocated 75% to the California Labor and Workforce Development Agency (“LWDA”) and 25% to Class Members who worked within the PAGA Period.

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

- C. Net Settlement Distributed to Class Members. After deducting the amounts approved by the Court outlined in section B above, the Settlement Administrator will distribute the remaining amount (the “Net Settlement”) to Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members. The Parties are asking the Court to allocate 40% of each Class Payment as wages (“Wage Portion”) and 60% to penalties, reimbursements, and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms, and Defendants will separately pay employer payroll taxes on the Wage Portion. The Non-Wage Portion, which also includes Civil Penalty Payments, will be reported on IRS 1099 Forms.
- E. You Must Contact the Settlement Administrator to Arrange to Receive Your Payment. You have three options to receive money: receive a check in the mail to a U.S. address, receive a bank transfer to a U.S. or foreign bank, or receive a digital credit card. Contact the Administrator by phone at +1-888-442-8688, by WhatsApp at +1-612-205-1767, or by email at casonehope@atticusadmin.com.
- F. Need to Promptly Cash Payment Checks. The front of every check issued for Class and Civil Penalties Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled and the monies will be paid to a non-profit organization or foundation (“Cy Pres”).
- G. Requests for Exclusion from the Class Settlement (Opt-Outs). You are part of the Class unless you submit a timely exclusion form. If you don’t want to receive the money that is available through this Settlement or you want to retain your rights to bring a claim against Defendants separately, you must submit a request in writing. The request must be from you stating your name, present address, telephone number, and a simple statement that clearly says you don’t want to receive money from the Settlement and want to exclude yourself from the Class. If you exclude yourself, you will preserve the right, if any, to personally pursue wage and hour claims against Defendants if you wish to do so.

Note that you cannot exclude yourself from the PAGA portion of the Settlement and will

remain eligible to receive payment for Civil Penalties.

- H. The Proposed Settlement Will be Void if the Court Denies Final Approval. While the Court has given preliminary approval to the Settlement, it still must give final approval for the Settlement to become final and a judgment rendered. If the Settlement is not approved, Defendants will not pay any money and Class Members will not release any claims against Defendants.
- I. Settlement Administrator. The Court has appointed a neutral company, Atticus Administration (the “Settlement Administrator”), to send this Notice, administer the account where the Settlement funds will be deposited, calculate and make payments, process Requests for Exclusion, and issue tax forms. The Administrator will also decide any challenges submitted by Class Members to the workweek calculations. The Administrator’s contact information is contained in Section 9 of this Notice.
- J. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Class Members who did not exclude themselves will be legally barred from asserting any of the claims released under the Settlement. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages or reimbursements based on the facts alleged in the Case and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the First Amended Complaint. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- K. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that Aggrieved Employees cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the First Amended Complaint and resolved by this Settlement.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

- 1. Class Payments. The Settlement Administrator will calculate your payment by dividing the Net Settlement Amount by the total number of workweeks worked by all

Participating Class Members, and then multiplying the result by the number of workweeks you worked within the Class Period.

2. Civil Penalty Payments. The Administrator will calculate your civil penalties payment by dividing \$_____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and then multiplying the result by the number of PAGA Period Pay Periods you worked within the PAGA Period.
3. Workweek/Pay Period Challenges. If you disagree with the number of workweeks or pay periods listed for you in this notice, you can submit a signed letter along with your evidence to the Administrator by mail, email, or fax. You have until _____ to submit the challenge. Section 9 of this Notice has the Administrator's contact information.

The Settlement Administrator will accept Defendants' calculation of workweeks and/or pay periods based on Defendants' records. Unless you send copies of records containing contrary information, Defendants' records will be considered accurate. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve the dispute based on the evidence you submit and input from Class Counsel and Defense Counsel. The Settlement Administrator's decision is final.

5. OPTIONS FOR GETTING PAID

- A. By Check (If you are able to cash a U.S. check). If you have an address in the U.S., the Settlement Administrator will send your payment by check via U.S. Mail. If you do not have an address in the U.S., you should contact the administrator to decide how to receive your payment.
- B. Bank Transfer. If you are not in the U.S., you can request a bank transfer. You will need your CLABE, bank information, and the full name, address, and telephone number associated with your bank account.
- C. Digital Mastercard. If you are not in the U.S., you can request a digital Mastercard which you can use as a normal debit/credit card. You will need an email address to receive a digital Mastercard.

You must contact the Settlement Administrator with your selected option for receiving money.

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

Submit a written and signed letter with your name, present address, telephone number, approximate dates of employment, and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request and identify the Case as Gutierrez v. New Hope. You must send your request by _____, **or it will be invalid**. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you exclude

yourself, you lose your right to object.

Objections must be sent to the Settlement Administrator in writing by mail, fax, or email. **The deadline for sending written objections is _____.** Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Case as Gutierrez v. New Hope and include your name, current address, telephone number, and approximate dates of employment. Make sure to personally sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, you can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in _____, Los Angeles, CA 900___. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, the FLSA Opt-In Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the website created for this case _____ (url)_____.

You can also telephone, WhatsApp, or send an email to the lawyers representing Plaintiff and the Class, or you can contact the Administrator.

Class Counsel:

Name of Attorney:

Email Address:

Name of Firm:

Mailing Address:

Telephone:

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

**DO NOT TELEPHONE THE DISTRICT COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your Settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

EXHIBIT B

NOTICE OF H-2A WORKERS' RIGHTS

This notice only provides examples of the protections provided to H-2A workers in the United States. These examples do not include all of the rights afforded to you by law, if you want to learn more about your rights contact one of the numbers included below.

Does your employer give you a ride to the fields?

You have the right to **safe and free** transportation to work in a vehicle that is properly maintained:

- The driver must have a driver's license and medical certificate
- The vehicle must have insurance
- The vehicle, whether a van, truck, or bus, must be properly maintained and safe to drive

Did you have to pay anything to obtain your visa?

There is **no charge** to work with a visa in the United States. You should not pay anyone to obtain a job in the U.S. with an H-2A visa. If you have paid for any of the following in order to work under your H-2A visa, your employer is required to reimburse you for these expenses:

- Visa
- Consulate Interview
- Fingerprints
- Border Fees
- Medical exam
- Hotels and transportation to/from interview
- Background check

Were you informed about the terms of work before you obtained your visa?

Before leaving to the United States, you should have received information about:

- **Salary** – you should be paid the rate specified in the contract for all hours you showed up to work and the hours you worked, including any overtime
- **Deductions** – for what and how much your salary is going to be reduced
- **Pay day** – you should be paid at least twice a month and receive a wage statement
- **Housing** – you should get the rules for the house and must be provided housing for free, without any charges
- **Terms and worksites** – work rules and policies and locations of work
- **Workers Compensation** – in case you get injured at work
- **Meals** – either meals will be provided for you or a kitchen for you to cook your meals
- **Lunch and Rest Breaks** – you should receive 10-minute rest breaks and a 30-minute lunch depending on the length of your shift

Whom can I call for with questions?

If you have questions about your rights with regards to your working conditions, housing, transportation, or wages, you can reach out to any of the following government agencies or organizations:

- U.S. Department of Labor: 1-866-487-9243
- California Labor Commissioner: 1-833-526-4636
- EMPLEO Program: 1-877-55-AYUDA

EXHIBIT C

NOTICE OF FARMWORKERS' RIGHTS

This notice only provides examples of the protections provided to farmworkers **residing** in the United States. These examples do not include all of the rights afforded to you by law, if you want to learn more about your rights contact one of the numbers included below.

Are you properly paid for all “hours worked” and for missed breaks?

Apart from being paid minimum wage and overtime, you should be paid for:

- **Working time** – it also includes time spent preparing to work at the fields such as gathering tools and equipment, doing exercises, or receiving instructions.
- **Lunch and Rest Breaks** – you should receive at least 10-minute rest breaks and 30-minute lunch, depending on the length of your shift. The time walking to and from the fields cannot be counted. If you do not receive these breaks you should be paid one hour of pay.

Did you have to pay for tools or equipment to perform your job?

If you have paid for any of the following, your employer is required to reimburse you for these expenses:

- Cart
- Rain gear
- Special work books
- Drinking water
- Knives

Does your employer employ any workers working under an H-2A Visa?

If your employer hires workers from other countries under the H-2A visa to work here in the U.S., there are certain rights that apply to you:

- **Hiring** - If you were employed the previous season, you must be contacted to return to work and be rehired
- **Termination** – you cannot be laid off or terminated before or after H-2A workers arrive
- **H-2A Contract** – you must receive a copy of the work contract given to H-2A workers no later than your first day of work
- **Salary** – you must receive no less than the same rate paid to H-2A workers
- **Preferential treatment** – you are entitled to receive the same benefits, wages, and working conditions as H-2A workers.
- **Qualifications** – the employer cannot impose on you restrictions, qualifications, or obligations that are not imposed on the H-2A workers
- **Housing** – if you cannot reasonably return home each workday, you are also entitled to receive free and safe housing like H-2A workers

Whom can I call with questions?

If you have questions about your rights with regards to your working conditions, housing, transportation, or wages, you can reach out to any of the following government agencies or organizations:

- U.S. Department of Labor: 1-866-487-9243
- California Labor Commissioner: 1-833-526-4636
- EMPLEO Program: 1-877-55-AYUDA