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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF RIVERSIDE

17 RODOLFO VEGA, as an individual, on behalf
18 of himself and all persons similarly situated,

19 Plaintiff,

20 v.

21 FONDOMONTE CALIFORNIA, LLC, a
22 Delaware limited liability company authorized
23 to do business in the state of California; and
24 DOES 1 through 50 inclusive,

25 Defendants.

Case No.: CVRI2102283

CLASS & REPRESENTATIVE ACTION

**REVISED [~~PROPOSED~~] ORDER GRANTING
PLAINTIFF RODOLFO VEGA'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: October 23, 2023
Time: 8:30 a.m.
Dept: 1
Judge: Hon. Harold Hopp

RESERVATION ID: 391341918038

Complaint Filed: May 5, 2021
Trial Date: None set

26 Plaintiff Rodolfo Vega's ("Plaintiff") Motion for Preliminary Approval of Class and PAGA Action
27 Settlement ("Motion for Preliminary Approval") came before this Court on October 23, 2023. The Court,
28 having considered the proposed Class Action and PAGA Settlement Agreement and Class Notice
("Settlement" or "Settlement Agreement"), Plaintiff's Motion for Preliminary Approval, and all papers
filed in support thereof, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1)
the Settlement is fair and reasonable to the Class when balanced against the possible risks of further

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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1 litigation, including issues relating to class certification, liability, calculating damages, and potential
2 appeals; (2) significant investigation, research, and litigation have been conducted, such that the Parties
3 are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial
4 cost, delay, and risk presented by further litigation of the action; and (4) the Settlement was reached after
5 serious, informed, and non-collusive negotiations, which were conducted at arm's length by experienced
6 counsel and overseen by a neutral third-party mediator.

7 2. This Order Granting Plaintiff's Motion for Preliminary Approval ("Order") incorporates
8 by reference all defined terms set forth in the Class Action and PAGA Settlement Agreement and Class
9 Notice ("Revised Settlement Agreement"), the executed version of which is attached as Exhibit 2 to the
10 Supplemental Declaration of Graham S. P. Hollis in Support of Plaintiff's Motion for Preliminary
11 Approval of Class Action Settlement, filed on October 16, 2023.

12 3. The Court preliminarily finds that the terms of the Revised Settlement Agreement appear
13 to be within the range of reasonableness of a settlement that could ultimately be given final approval by
14 this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the
15 Settlement and preliminarily finds that the monetary settlement awards made available to all Class
16 Members are fair, adequate, and reasonable when balanced against the probable outcome of further
17 litigation relating to liability and damages issues.

18 4. The Court hereby conditionally certifies the following Class for settlement purposes only:

19 All current and former non-exempt Agricultural Employees who worked
20 for Defendant Fondomonte California, LLC ("Defendant") in the State of
21 California at any time from May 5, 2017, to November 23, 2022 (the "Class
22 Period").

23 5. The Court preliminarily approves the appointment of Plaintiff Rodolfo Vega as the Class
24 Representative.

25 6. The Court preliminarily approves the appointment of Plaintiff's Counsel GrahamHollis,
26 APC as Class Counsel.

27 7. The Court preliminarily approves the definition and disposition of the Gross Settlement
28 Amount of \$775,000.00, on a non-reversionary basis, which is inclusive of: (1) the Individual Class
Payments, (2) the Individual PAGA Payments, (3) the LWDA PAGA Payment of \$10,000.00 (75% of

1 which will be paid to the LWDA, and 25% of which will be distributed to Aggrieved Employees), (4)
2 Class Counsel's Fees in an amount equal to one-third of the Gross Settlement Amount, (5) Class Counsel's
3 Litigation Expenses in an amount not to exceed \$20,000.00, (6) the Class Representative Service Payment
4 in the amount of \$7,000.00, and (7) the Administration Expenses Payment of \$12,000.00.

5 8. The Court approves the form and content of the Notice of Class Action Settlement and
6 Hearing Date for Final Court Approval ("Class Notice"), in substantially the form attached hereto as
7 **Exhibit A**, and finds that the proposed method of disseminating the Class Notice to the Class meets all
8 the due process requirements, provides the best notice practicable under the circumstance, and constitutes
9 due and sufficient notice to all Class Members.

10 9. The Class Notice shall be accompanied by the Request for Exclusion Form and the Notice
11 of Objection Form, which are also attached hereto as **Exhibit B** and **Exhibit C**, respectively. The Court
12 approves the form and content of **Exhibit B** and **Exhibit C**.

13 10. Any Request for Exclusion shall be submitted to the Administrator rather than to the Court.
14 Class Members shall not be required to send any Request for Exclusion to counsel for either Party, but
15 counsel for either Party may request the forms from the Administrator. The Administrator shall provide a
16 declaration for Class Counsel to file concurrently with the Motion for Final Approval which shall
17 authenticate each Request for Exclusion form received.

18 11. Any Notice of Objection Forms shall be submitted to the Administrator rather than the
19 Court. Class Members shall not be required to send any Objection Forms to counsel for either Party, but
20 counsel for either Party may request the forms from the Administrator. The Administrator shall provide a
21 declaration for Class Counsel to file concurrently with the Motion for Final Approval which shall
22 authenticate each Notice of Objection received, and shall submit any timely Notice of Objection Forms to
23 the Court at the time of Final Approval. Counsel for the Parties has the right to respond to any objection
24 raised by a Participating Class Member, including the right to file responsive documents in Court no later
25 than five court days prior to the Final Approval Hearing, or as otherwise ordered.

26 12. The Court approves the retention of CPT Group, Inc. ("CPT Group" or the
27 "Administrator") to serve as the Settlement Administrator, and hereby directs CPT Group to provide the
28

1 approved Class Notice to the Class and administer the Settlement in accordance with the procedures
 2 described in the Settlement Agreement and the schedule set forth below in this Order.

3 13. In the event the Settlement does not become effective in accordance with the terms of the
 4 Revised Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in
 5 whole or in part by the Court or any appellate court and/or other court of review, is terminated, cancelled
 6 or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated,
 7 and the Parties shall revert to their respective positions as of the commencement of the litigation, and the
 8 Revised Settlement Agreement and the fact that it was entered into shall not be offered, received, or
 9 construed as an admission or as evidence for any purposes, including but not limited to an admission by
 10 any Party of liability or non-liability or of the certifiability of a litigation class or the appropriateness of
 11 maintaining a class or representative action.

12 14. The Court orders the following implementation schedule for further proceedings:

<u>EVENT</u>	<u>DATE</u>
Preliminary Approval Date	TBD
Deadline for Defendant to provide the Administrator with the Class Data and the information necessary to calculate the number of Workweeks and PAGA Pay Periods	Within 15 days after the Court grants Preliminary Approval
Deadline for Administrator to mail the Class Notice to Class Members	Within 14 days after receiving the Class Data
Deadline for Class Members to submit any objections to the Settlement or requests for exclusion from the Settlement (the "Response Deadline")	60 days from the date the Administrator mails the Class Notice (plus an additional 14 days from Class Members whose Class Notice is re-mailed)
Deadline for the Administrator to provide a declaration attesting to the completion of the Class Notice process and the number of valid requests for exclusion and/or objections	14 days before the date by which Plaintiff is required to file the Motion for Final Approval
Final Approval Hearing	February 1, 2024 <i>March 22, 2024</i>

1 15. The Court hereby sets a hearing date for Plaintiff's Motion for Final Approval of Class
2 Action Settlement on March 22, 2024 at 9:30 AM in Department 1
3 of this Court.

4 16. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
5 and all dates provided for in the Settlement without further notice to the Class and retains jurisdiction to
6 consider all further applications arising out of or connected with the proposed Settlement. If the Final
7 Approval Hearing is continued in any way, however, Class Counsel and/or the Administrator shall provide
8 notice of the continued hearing to any Objector or their counsel.

9 **IT IS SO ORDERED.**

10
11 Dated: 11/13/23

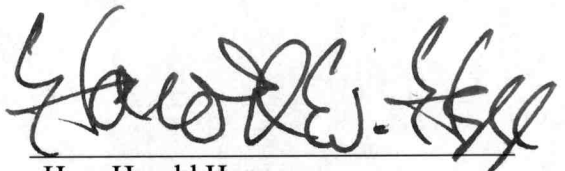

Hon. Harold Hopp
Judge of the Superior Court

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL (“CLASS NOTICE”)**

Rodolfo Vega v. Fondomonte California, LLC
Riverside County Superior Court Case No. CVRI2102283

***The Superior Court for the State of California authorized this Class Notice. Read it carefully!
It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Fondomonte California, LLC (“Fondomonte”) for alleged wage and hour violations. The Action was filed by a former Fondomonte employee, Rodolfo Vega (“Plaintiff”), and seeks payment of (1) unpaid wages for a class of hourly employees who predominantly worked outdoors (“Agricultural Employees” or “Class Members”) who worked for Fondomonte during the Class Period (May 5, 2017 to November 23, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who predominantly worked outdoors for Fondomonte during the PAGA Period (September 4, 2019 to November 23, 2022) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Fondomonte to fund Individual Class Payments, and (2) a PAGA Settlement requiring Fondomonte to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). PAGA allows an aggrieved employee, such as Plaintiff, to bring a representative action on behalf of himself, the state of California, and other aggrieved employees to recover civil penalties for an employer’s violations of the California Labor Code. Any civil penalties recovered pursuant to PAGA must be split with 75% of the penalties going to the LWDA, and 25% being distributed among the aggrieved employees.

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

The above estimates are based on Fondomonte’s records showing that **you worked _____ workweeks during the Class Period and you worked _____ workweeks during the PAGA Period**. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Class Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires Fondomonte to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Fondomonte.

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

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and to be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Fondomonte.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Fondomonte, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You do not have to do anything to participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Fondomonte that are covered by this Settlement (the “Released Claims,” defined below).
You can opt out of the Class Settlement but not the PAGA Settlement. The opt-out deadline is [DATE].	If you do not want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Class Notice for more details. You cannot opt out of the PAGA portion of the proposed Settlement. Fondomonte must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released Claims.
Participating Class Members can object to the Class Settlement but not	All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are

<p>the PAGA Settlement.</p> <p>Written objections must be submitted by [DATE].</p>	<p>not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Class Notice for more details.</p>
<p>You can participate in the February 1, 2024 Final Approval Hearing.</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on February 1, 2024, at 8:30 a.m. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Class Notice for more information.</p>
<p>You can challenge the calculation of your workweeks/pay periods.</p> <p>Written challenges must be submitted by [DATE].</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Fondomonte’s records is stated on the first page of this Class Notice. If you disagree with either of these numbers, you can challenge it by [DATE]. See Section 4 of this Class Notice for more information.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Fondomonte employee. The Action accuses Fondomonte of violating California labor laws by (1) failing to provide meal periods; (2) failing to provide rest periods; (3) failing to provide recovery periods; (4) failing to pay all minimum and regular wages; (5) failing to pay all overtime wages; (6) failing to indemnify necessary business expenditures; (7) failing to maintain accurate records; (8) failing to provide accurate itemized wage statements; (9) failing to timely pay all wages due upon separation of employment; (10) failing to provide employment records; and (11) violating the California Business & Professions Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (beginning at California Labor Code section 2698) (“PAGA”). Plaintiff is represented by attorneys in the Action: Vilmarie Cordero and Alex Kuner from GrahamHollis APC (“Class Counsel”).

Fondomonte strongly denies violating any laws or failing to pay any wages, and contends that it complied with all applicable laws.

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

So far, the Court has made no determination whether Fondomonte or Plaintiff is correct on the merits. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the Final Approval Hearing. In the meantime, Plaintiff and Fondomonte

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

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Fondomonte has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

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

1. Fondomonte will pay \$775,000.00 as the Gross Settlement Amount. Fondomonte has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Fondomonte will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court approved deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$258,333.33 (one-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$7,000.00 as a Class Representative Award for filing the Action, working with Class Counsel, representing the Class, and agreeing to a broader release than all other Class Members. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$12,000.00 to the Administrator for services administering the Settlement.

- d. Up to \$10,000.00 for PAGA Penalties, allocated 75% (\$7,500.00) to the LWDA PAGA Payment and 25% (\$2,500.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Amount distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remainder of the Gross Settlement Amount (which will be called the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks worked.
4. Taxes owed on payments to Class Members. Plaintiff and Fondomonte are asking the Court to approve an allocation of one-third of each Individual Class Payment to taxable wages (“Wage Portion”) and one-third each to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Fondomonte will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to promptly cash payment checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you and they will be redistributed to those Class Members who did cash their Individual Class Payment checks and/or Individual PAGA Payment checks, so long as the cost of redistribution is not greater than 10% of the amount of the uncashed funds. Any uncashed funds remaining after redistribution will be transmitted to California Rural Legal Assistance, Inc. (the “Cy Pres Recipient”).
6. Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, no later than [EXCLUSION DEADLINE], that you wish to opt out. If you wish to exclude yourself from the Settlement, the easiest way to notify the Administrator is to complete the Request for Exclusion Form attached as Exhibit 1 to this Class Notice and mail, email, or fax a copy of the completed form to the Administrator by the [EXCLUSION DEADLINE] Response Deadline. The Request for Exclusion should

set forth the Class Member's name, present address, telephone number, last four digits of your Social Security Number, and a simple statement indicating that the Class Member is electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Fondomonte.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Fondomonte based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Fondomonte have agreed that, in either case, the Settlement will be void: Fondomonte will not pay any money and Class Members will not release any claims against Fondomonte.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Class Notice.
9. Participating Class Members' Release. After the Judgment is final and Fondomonte has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Fondomonte or related entities for wages based on the Class Period facts as alleged in the Action 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 the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including the failure to provide meal periods; failure to provide rest periods; failure to provide recovery periods; failure to pay all minimum and regular wages; failure to pay all overtime wages; failure to indemnify necessary business expenditures; failure to maintain accurate records; failure to provide accurate itemized wage statements; failure to timely pay all wages due upon separation of employment; failure to provide employment records; and violation of Business & Professions Code section 17200, *et seq.* Except as set forth

in Section 5.3 of this Agreement, 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.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final and Fondomonte has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Fondomonte, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Fondomonte or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

Plaintiff's and the Aggrieved Employees' Release for Participating and Non-Participating Class Members is as follows:

Plaintiff and Aggrieved Employees release all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's notice letters sent to the LWDA on March 4 2021, and March 22, 2021; Plaintiff does not release any Aggrieved Employee's claim for wages or damages.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments 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 number of Workweeks.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% portion of the PAGA Penalties available for distribution to the Aggrieved Employees (\$2,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Fondomonte's records, are stated in the first page of this Class Notice. You have until [DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Class Notice has the Administrator's contact information.

If you challenge the number of Workweeks and/or PAGA Pay Periods, you need to support your challenge by sending copies of pay stubs or other records. The Administrator will

accept Fondomonte's calculation of Workweeks and/or Pay Periods based on Fondomonte's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Fondomonte's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit the Request for Exclusion Form attached to this Class Notice as Exhibit 1, signed with your name, present address, telephone number, last four digits of your Social Security Number, and a simple statement indicating that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Vega v. Fondomonte California, LLC*, Riverside County Superior Court Case No. CVRI2102283, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE] or it will be invalid.** Section 9 of the Class Notice has the Administrator's contact information.

You cannot opt out of the PAGA portion of the Settlement. Fondomonte must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the claims being released in exchange for the PAGA Penalties.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Fondomonte are asking the Court to approve. At least 16 court days before the February 1, 2024, Final Approval Hearing,

Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Class Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [WEBSITE] or the Court's website [WEBSITE].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Vega v. Fondomonte California, LLC*, Riverside County Superior Court Case No. CVRI2102283 and include your name, current address, telephone number, and approximate dates of employment for Fondomonte and sign the objection. The easiest way to submit an objection is to complete the Notice of Objection Form attached as Exhibit 2 to this Class Notice, and mail, email, or fax a copy of the completed form to the Administrator by [DATE]. Section 9 of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member 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 Class Notice (immediately below) for specifics regarding the Final Approval Hearing.

You cannot object to the PAGA portion of the Settlement. Fondomonte must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the claims being released in exchange for the PAGA Penalties.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on February 1, 2024 at 8:30 a.m. in front of the Hon. Harold Hopp in Department 1 of the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom. Check the Court's website at <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php> for the most current information on remote appearances.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [WEBSITE] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The fully executed Settlement Agreement was attached as Exhibit 1 to the Declaration of Graham S.P. Hollis in Support of Plaintiff Rodolfo Vega's Motion for Preliminary Approval of Class and Representative Action Settlement, which was filed with the Riverside County Superior Court on August 18, 2023. Department 1 of the Riverside County Superior Court, to which this case is assigned, is located at 4050 Main Street, Riverside, California 92501. The Court's website at which the case file can be viewed online is <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>. The case number for this action is CVRI2102283.

The Agreement sets forth everything Fondomonte and Plaintiff have promised to do under the proposed Settlement. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. The Administrator has established a dedicated toll-free telephone number where you can speak to a live, bilingual representative regarding information about this case.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

FOR MORE INFORMATION, CONTACT CLASS COUNSEL OR THE ADMINISTRATOR USING THE FOLLOWING CONTACT INFORMATION:

Class Counsel	Settlement Administrator
Name of Attorney: Alex Kuner Email Address: akuner@grahamhollis.com Name of Firm: GrahamHollis, APC Mailing Address: 3555 Fifth Avenue, Suite 200 Telephone: (619) 692-0800	Name of Company: [INPUT] Email Address: [INPUT] Mailing Address: [INPUT] Telephone: [INPUT] Fax Number: [INPUT]

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.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

REQUEST FOR EXCLUSION FORM

Vega v. Fondomonte California, LLC

Case No. CVRI2102283

If you wish to exclude yourself from the Proposed Class Action Settlement, this form must be mailed, emailed, or faxed to CPT Group, Inc. at [ADDRESS] no later than [DATE].

I wish to exclude myself from the Individual Class Payment portion of the Settlement in *Vega v. Fondomonte California, LLC*, pending in the Superior Court of California, County of Riverside, Case No. CVRI2102283. I understand that by requesting to be excluded from the Settlement, I will not receive an Individual Class Payment. I also understand that excluding myself from the Settlement will not exclude me from receiving an Individual PAGA Payment pursuant to the PAGA portion of the Settlement.

Name: _____

Address: _____

Telephone Number: _____

Date: _____

SIGNED: _____

EXHIBIT C

NOTICE OF OBJECTION
Vega v. Fondomonte California, LLC
Case No. CVRI2102283

If you wish to object to the Settlement, a completed copy of this form must be mailed, emailed, or faxed to CPT Group, Inc. at [ADDRESS] no later than [DATE].

I wish to object to the Settlement in *Vega v. Fondomonte California, LLC* pending in the Superior Court of California, County of Riverside, Case No. CVRI2102283. The grounds for my objection are below or in an attached document. If I am represented by an attorney, I will indicate so in my objection.

Name: _____

Address: _____

Telephone Number: _____

Date: _____

SIGNED: _____

Grounds for Objection [please state below or in an attached document]: