

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between plaintiff Rodolfo Vega (“Plaintiff”) and defendant Fondomonte California, LLC (“Fondomonte”). The Agreement refers to Plaintiff and Fondomonte collectively as the “Parties,” or individually as a “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Fondomonte, captioned *Rodolfo Vega v. Fondomonte California, LLC*, Riverside County Superior Court Case No. CVRI2102283 initiated on May 5, 2021.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “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 bid submitted to the Parties in connection with Preliminary Approval of the Settlement. The Parties will request an Administration Expenses Payment in an amount not to exceed \$12,000.00.
- 1.4. “Aggrieved Employee” means: All current and former non-exempt Agricultural Employees who worked for Fondomonte from September 4, 2019 through November 23, 2022.
- 1.5. “Agricultural Employees” means the employees of Fondomonte who predominantly performed their duties outdoors, which consists only of employees working under the job titles attached hereto as **Exhibit 1**.
- 1.6. “Class” means: All current and former non-exempt Agricultural Employees who worked for Fondomonte in the State of California at any time during the Class Period.
- 1.7. “Class Counsel” means Vilmarie Cordero and Alex Kuner from GrahamHollis, APC.
- 1.8. “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.
- 1.9. “Class Data” means the Class Member identifying information in Fondomonte’s possession including the Class Member’s name, last-known mailing address, phone number, job title, dates of employment, and number of Class Period Workweeks and PAGA Pay Periods worked.
- 1.10. “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).



- 1.11. “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, an Accurant or substantially similar skip trace, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the Court-Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval mailed to Class Members in both English and Spanish in the form attached as **Exhibit 2** and incorporated by reference into this Agreement, without material variation.
- 1.13. “Class Period” means the period from May 5, 2017, to November 23, 2022.
- 1.14. “Class Representative” means Plaintiff Rodolfo Vega, the named plaintiff in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of Riverside.
- 1.17. “Defendant” or “Fondomonte” means named Defendant Fondomonte California, LLC.
- 1.18. “Defense Counsel” means Susannah Howard of O’Melveny & Myers LLP.
- 1.19. “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.
- 1.20. “Final Approval” or “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$775,000.00 which is the total amount Fondomonte agrees to pay under the Settlement except as provided in Paragraph 3.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment.

- 1.23. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" or "Final Judgment" means the judgment entered by the Court upon granting Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to a share of the PAGA Penalties pursuant to Labor Code section 2699, subd. (i).
- 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount and is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. "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.
- 1.29. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Fondomonte for at least one day during the PAGA Period.
- 1.30. "PAGA Period" means the period from September 4, 2019, through November 23, 2022.
- 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.32. "PAGA Notice" means Plaintiff's March 4, 2021, and March 22, 2021, letters to Fondomonte and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$10,000.00), allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to the LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. "Plaintiff" means Plaintiff Rodolfo Vega, the named plaintiff in the Action.
- 1.36. "Preliminary Approval" or "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

- 1.37. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.39. “Released Parties” means: Fondomonte and its officers, directors, employees, and agents.
- 1.40. “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.
- 1.41. “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom a Class Notice is re-sent after having been returned as undeliverable to the Administrator shall have an additional 14 calendar days beyond the expiration of the Response Deadline.
- 1.42. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.43. “Workweek” means any week during which a Class Member worked for Fondomonte for at least one day, during the Class Period.

## 2. RECITALS.

- 2.1. On May 5, 2021, Plaintiff commenced this Action by filing a complaint alleging causes of action against Fondomonte for (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to provide recovery periods; (4) failure to pay all minimum and regular wages; (5) failure to pay all overtime wages; (6) failure to indemnify necessary business expenditures; (7) failure to maintain accurate records; (8) failure to provide accurate itemized wage statements; (9) failure to timely pay all wages due upon separation of employment; (10) failure to provide employment records; and (11) violation of Business & Professions Code §§ 17200, *et seq.* On June 1, 2021, Plaintiff filed a First Amended Complaint which added a cause of action for violations of the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Fondomonte denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Fondomonte and the LWDA by sending the PAGA Notice.
- 2.3. On November 22, 2022, the Parties participated in an all-day mediation presided over by Jeffrey Krivis which led to this Agreement to settle the Action.

- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, relevant company policy documents and other records, a sample of contact information for class members, and a sample of timekeeping and payroll data for class members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel, and Defense 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.

### 3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Fondomonte promises to pay \$775,000.00 as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Fondomonte has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Fondomonte.
- 3.2. 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 Order:
  - 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Fondomonte will not oppose Plaintiff's request for a Class Representative Service 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 Service Payment no later than 16 court 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.
  - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, currently estimated to be \$258,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Fondomonte will not oppose requests for these payments provided that they 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 16 court 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 arising from any claim to any portion of any Class Counsel Fee 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 Fondomonte harmless and indemnifies Fondomonte from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator:** An Administration Expenses Payment not to exceed \$12,000.00 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 of less than \$12,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. 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.
- 3.2.4.1. Tax Allocation of Individual Class Payments.** Twenty percent (20%) 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 remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated as forty percent (40%) each to settlement of claims for interest and penalties, respectively (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 Payment.
- 3.2.4.2. 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.
- 3.2.5. To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

**3.2.5.1.** The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$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 each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

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

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

**4.1.** Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Fondomonte estimates there are 273 Class Members who collectively worked a total of 18,751.71 Workweeks, and 198 Aggrieved Employees who worked a total of 5,889.57 PAGA Pay Periods.

**4.2.** Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Fondomonte will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator 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. Fondomonte 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. Without any extension of the deadline by which Fondomonte must send the Class Data to the Administrator, 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.

**4.3.** Funding of Gross Settlement Amount. Fondomonte shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Fondomonte's share of payroll taxes by transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.

**4.4.** Payments from the Gross Settlement Amount. Within 14 days after Fondomonte funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class 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. 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 and Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Individual Class Payment check or Individual PAGA Payment check that remains uncashed after the void date, such check will be cancelled and the remaining funds shall revert to the Net Settlement Amount for redistribution to those Class Members who did cash their initial Individual Class Payment check and/or Individual PAGA Payment check, so long as the cost of redistribution is not greater than 10% the amount of the uncashed funds. Any uncashed funds remaining after redistribution shall be transmitted by the Administrator to California Rural Legal Assistance, Inc., a 501(c)(3) nonprofit legal services organization representing all types of individuals and communities including farmworkers ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Fondomonte to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Fondomonte fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:



**5.1. Plaintiff's Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the 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, and 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.

**5.1.1. 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.

**5.2. Release of Class Claims by Participating Class Members:** 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 the claims stated in the complaint and those based solely upon the facts alleged in the 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 §§ 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.

**5.3. Release of PAGA Claims by Aggrieved Employees:** Plaintiff and the State of California 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.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s Guidelines for Complex Litigation.
- 6.1. **Fondomonte’s Declaration in Support of Preliminary Approval.** Within 5 business days of the full execution of this Agreement, Fondomonte will prepare and deliver to Class Counsel a signed Declaration from Fondomonte and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Fondomonte 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.
- 6.2. **Plaintiff’s Responsibilities.** Plaintiff will prepare and deliver to Defense 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 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (1)(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 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 Defense 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, 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 including the initial notice of violations (Labor Code section 2699.3, subd. (a), Operative Complaint (Labor Code section 2699, subd. (1)(1), and this Agreement (Labor Code section 2699, subd. (1)(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.
- 6.3. **Responsibilities of Counsel.** Class Counsel and Defense 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.
- 6.4. **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 Defense 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 Defense 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.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1. Selection of Administrator.** The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verify that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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.
- 7.2. 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, to the extent necessary.
- 7.3. 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.
- 7.4. Notice to Class Members:**
- 7.4.1.** No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the data has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2.** Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as **Exhibit 2**. 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 both the National Change of Address database and an Accurint or substantially similar skip trace.
- 7.4.3.** Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS 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.

**7.4.4.** 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 Class Notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

**7.4.5.** If the Administrator, Fondomonte, 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 the Class Notice, or the deadline dates in the Class Notice, whichever is later.

**7.5. Requests for Exclusion (Opt-Outs).**

**7.5.1.** Class Members who wish to exclude themselves from (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, 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. A Request for Exclusion template form will be attached to the Class Notice, which a Class Member may complete and submit to the Administrator if he or she wishes to be excluded from the Settlement.

**7.5.2.** 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.

**7.5.3.** 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



Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. 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 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. 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, email or mail. 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 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel, as well as the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members 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.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. 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). An Objection template form will be attached to the Class Notice, which a Class Member may complete and submit to the Administrator if he or she wishes to submit an objection the Settlement.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.



**7.8. 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.

**7.8.1. 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 Order; 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 Order; 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.

**7.8.2. Requests for Exclusion (Opt-Outs) and Exclusion List.** The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 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 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

**7.8.3. Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), 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 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

**7.8.4. 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.

**7.8.5. Administrator’s Declaration.** Not later than 14 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 the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of 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.

**7.8.6. Final Report by Settlement Administrator.** Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense 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 Defense 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.

8. **CLASS SIZE ESTIMATES.** Based on its records, Fondomonte estimates that, as of the date of this Settlement Agreement, (1) there are 273 Class Members and 18,752 total Workweeks during the Class period and (2) there were 198 Aggrieved Employees who worked 5,890 Pay Periods during the PAGA Period. At the time of mediation, Fondomonte estimated there were approximately 23,258 Workweeks. The Parties agreed that there will be no escalator clause in this Settlement, but if the Workweeks exceed 23,258 by 15% then the Parties can void the Settlement.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
  - 9.1. **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 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
  - 9.2. **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 Service 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.
  - 9.3. **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement pursuant to Code of Civil Procedure section 664.6 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.

**9.4. 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 as 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.

**9.5. 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.

**10. 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.

## **11. ADDITIONAL PROVISIONS.**

**11.1. 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 Fondomonte that any of the allegations in the Operative Complaint have merit or that Fondomonte has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Fondomonte's 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 not grant Preliminary Approval, Final Approval, or enter Judgment, Fondomonte reserves the right to contest certification of any class for any reasons, and Fondomonte reserves 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 Fondomonte's 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).

- 11.2. Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Fondomonte, 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) 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, Fondomonte, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Fondomonte, 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.
- 11.6. 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 the mediator and/or the Court for resolution.

- 11.7. 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.
- 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Fondomonte, nor Defense 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.
- 11.9. 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.
- 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11. 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.
- 11.12. 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.
- 11.13. 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.
- 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Fondomonte in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Fondomonte unless, prior to the Court's discharge of the Administrator's obligation, Fondomonte makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15. 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.
- 11.16. 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.

**11.17.** 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:

<p>To Class Counsel:</p> <p>GRAHAMHOLLIS APC Graham S.P. Hollis ghollis@grahamhollis.com Vilmarie Cordero vcordero@grahamhollis.com Hali Anderson handerson@grahamhollis.com Nathan Reese nreese@grahamhollis.com Alex Kuner akuner@grahamhollis.com 3555 Fifth Avenue, Suite 200 San Diego, California 92103 Telephone: (619) 692-0800 Facsimile: (619) 692-0822</p>	<p>To Defense Counsel:</p> <p>O'MELVENY &amp; MYERS LLP Susannah Howard showard@omm.com Two Embarcadero Center San Francisco, California 94111 Telephone: (415) 984-8912 Facsimile: (415) 984-8701</p>
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**11.18.** 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.

**11.19.** 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.



**Fondomonte California, LLC**

Signature: \_\_\_\_\_

Name [Print]: DAVID KELLY

Title: GENERAL MANAGER

Date: 10/13/2023

**O'Melveny & Myers LLP**

Signature: \_\_\_\_\_

Name [Print]: Susannah K. Howard

Date: 10/13/2023

Counsel for Defendant Fondomonte California, LLC

**Plaintiff Rodolfo Vega**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**GrahamHollis APC**

Signature: \_\_\_\_\_

Name [Print]: \_\_\_\_\_

Date: \_\_\_\_\_

Counsel for Plaintiff Rodolfo Vega

*JK*

**Fondomonte California, LLC**

Signature: \_\_\_\_\_

Name [Print]: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**O'Melveny & Myers LLP**

Signature: \_\_\_\_\_

Name [Print]: \_\_\_\_\_

Date: \_\_\_\_\_

Counsel for Defendant Fondomonte California, LLC

**Plaintiff Rodolfo Vega**

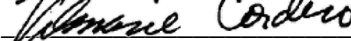
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Signature: \_\_\_\_\_  


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Date: 10/13/2023

**GrahamHollis APC**

Signature: 

Name [Print]: Vilmarie Cordero

Date: October 13, 2023

Counsel for Plaintiff Rodolfo Vega

# **EXHIBIT 1**

## **"Agricultural Employee" Job Titles**

Agricultural Equipment Op
Backhoe Operator
Bailer
Baler
Blade Tractor Operator
Boarder Disc/Carrier
CDL Truck Driver
Cement Crew
Concrete Crew
Concrete Crew Lead
Construction Laborer
Construction Lead
Cultivation
Driver
Excavator
Excavator/Swather
Fam Tech II
Farm Tech II
Farm Technician I
Farm Technician II
Fluffer Operator
Forage Lab Assistant
Forage Lab Assistant Lead
Forklift Operator/Shovel Crew
Front loader/Dozer Operator
Front loader/Excavator Operator
General Farm Worker
Grader/Dozer Operator
Graveyard Lead
Irrigator
Irrigator II
Laser Operator
Laser/Tractor Operator
Lawn Care
Lawn Crew
Loader/Excavator Operator
Logistics
Machine Operator
Maintenance
Maintenance Mechanic
Mechanic
Mechanic I
Mechanic II
Raker/Demco Operator
Raker/Dump Raker
Raker/Shovel Crew

Raking/Democ Sprayer Operator
Seasonal Skilled Operator
Seasonal Skilled Operator I
Semi Driver - CDL
Senior Machine Operator
Skilled Op II
Skilled Operator
Skilled Operator II
Skilled Operator I
Skilled Operator II
Small Disk/Rookier
Sprayer
Sprayer Operator
Sr Machine Operator
Sr Machin Operator
Sr Machine Operator
Sr Machine Operator
Sr Operator
Sr. Machine Operator
Stinger/Tractor Operator
Swather Operator
Swather Operator/Irrigator
Swather/ Truck Operator
Swather/Baler Operator
Swther/Tractor
Tractor Operator
Truck Driver
Truck Driver/Tractor Operator
Water Truck/Carrier



# **EXHIBIT 2**

**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**

<p><b>You do not have to do anything to participate in the Settlement.</b></p>	<p>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).</p>
<p><b>You can opt out of the Class Settlement but not the PAGA Settlement.</b></p> <p><b>The opt-out deadline is [DATE].</b></p>	<p>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.</p> <p>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.</p>
<p><b>Participating Class Members can object to the Class Settlement but not</b></p>	<p>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>

<p><b>the PAGA Settlement.</b></p> <p><b>Written objections must be submitted by [DATE].</b></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><b>You can participate in the February 1, 2024 Final Approval Hearing.</b></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><b>You can challenge the calculation of your workweeks/pay periods.</b></p> <p><b>Written challenges must be submitted by [DATE].</b></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. Fandomonte California, LLC*, Riverside County Superior Court Case No. CVRI2102283 and include your name, current address, telephone number, and approximate dates of employment for Fandomonte 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. Fandomonte 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:**

<b><u>Class Counsel</u></b>	<b><u>Settlement Administrator</u></b>
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: <b>[INPUT]</b> Email Address: <b>[INPUT]</b> Mailing Address: <b>[INPUT]</b> Telephone: <b>[INPUT]</b> Fax Number: <b>[INPUT]</b>

**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 1**

**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 2**

**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]: