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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA AT FRESNO

SABAS ARREDONDO, JOSE CUEVAS,
HILARIO GOMEZ, IRMA LANDEROS, and
ROSALBA LANDEROS individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

DELANO FARMS COMPANY, a Washington
State Corporation; CAL-PACIFIC FARM
MANAGEMENT, L.P.; T&R BANGI'S
AGRICULTURAL SERVICES, INC., and
DOES 1 through 10, inclusive,

Defendants.

NO. 1:09-cv-01247-MJS

JOINT STIPULATION OF
SETTLEMENT OF CLASS ACTIONS

The Honorable Michael J. Seng

Date:

Time:

Ctrm:

Trial Date: None set

This Joint Stipulation of Settlement of Class Actions (“Stipulation”) is submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to approval of the Court, this Stipulation is made and entered into by and between DELANO FARMS COMPANY (“Delano Farms”); CAL-PACIFIC FARM MANAGEMENT, L.P., T&R BANGI'S AGRICULTURAL SERVICES, INC., KERN AG LABOR MANAGEMENT, INC., and ELITE AG LABOR SERVICES, INC. (collectively, the “Contractors”); and Plaintiffs SABAS ARREDONDO, JOSE CUEVAS, HILARIO GOMEZ, IRMA LANDEROS, ROSALBA LANDEROS, and ISIDRO PANIAGUA (collectively the “Representative Plaintiffs” and each a “Representative Plaintiff”), on their own behalf and on behalf of both the currently certified class and the Settlement Class defined in paragraph 31 below to be certified pursuant to this Stipulation. This Stipulation is subject to the terms and conditions hereof and the approval of these terms and conditions by the Court.

DEFINITIONS

The definitions set forth in paragraphs 1–33 below state the meaning of the defined words and phrases as used in and for the purposes of this Stipulation, the exhibits to this Stipulation, and the orders, notices, and other documents contemplated by this Stipulation:

1. **“Affiliate”** means any person or entity that is directly or indirectly under partial or total common ownership or control with or of another person or entity.

2. **“Amended Arredondo Complaint”** means the proposed amended complaint attached as Exhibit A, which alleges claims on behalf of the Settlement Class defined in paragraph 31 below, and which claims include and encompass the factual and other allegations of, the class defined in, and the claims asserted in the *Paniagua* Complaint (and which shall include Mr. Paniagua as a Representative Plaintiff and Kern Ag Labor Management, Inc. and Elite Ag Labor Services, Inc. as defendants) in addition to the claims asserted in the *Arredondo* Complaint and the other claims the Parties have agreed to resolve and release by this Stipulation.

3. **“Arredondo Action”** means the lawsuit currently entitled *SABAS ARREDONDO, JOSE CUEVAS, HILARIO GOMEZ, IRMA LANDEROS AND ROSALBA LANDEROS, individually and on behalf of all others similarly situated, v. DELANO FARMS COMPANY, a Washington corporation; CAL-PACIFIC FARM MANAGEMENT, L.P.; T&R BANGI’S AGRICULTURAL SERVICES, INC.; AND DOES 1 through 10, inclusive*, Case No. 1:09-cv-01247-MJS, pending in the United States District Court, Eastern District of California (“Eastern District of California”), which includes without limitation each amended complaint and the allegations of each amended complaint including the Amended *Arredondo* Complaint defined in paragraph 2 above.

4. **“Arredondo Complaint”** means the complaint filed in the *Arredondo* Action on July 17, 2009.

1 **5. “CAFA Notice”** means the notice to state and federal officials required by and
2 in the manner set forth in 28 U.S.C. § 1715, including the initial notice(s) and any and all
3 supplemental notice(s) necessary to provide all required information.

4 **6. “Claiming Class Member”** means any member of the Settlement Class who
5 submits a timely and complete Claim Form pursuant to paragraph 61 below.

6 **7. “Class Counsel”** means Martinez Aguila-socho & Lynch, APLC; Law Offices
7 of Marcos Camacho; Law Office of Wilcoxon Callahan, LLP; and Law Office of Ball &
8 Yorke. Class counsel also encompasses prior class counsel, who Current Class Counsel
9 maintain have abandoned work on behalf of the class and may try to assert claims to attorneys’
10 fees or costs, including Wasserman, Comden & Casselman LLP; Myers, Widders, Gibson,
11 Jones & Feingold, LLP; and any other law firm or individual who claims attorneys’ fees with
12 respect to or in any way regarding or relating to the *Arredondo* Action or the *Paniagua* Action,
13 including without limitation representation of the Representative Plaintiffs in either or both of
14 these actions, representation of the currently certified class in the *Arredondo* Action,
15 representation of the putative class in the *Paniagua* Action, and/or representation of the
16 Settlement Class.

17 **8. “Class Data List”** means the information about each Settlement Class Member
18 provided to the Settlement Administrator as set forth in paragraph 56 below.

19 **9. “Class Member’s Share”** shall be the distributive share of each Claiming Class
20 Member, expressed as a percentage, of the Net Settlement Fund calculated according to the
21 Plan of Allocation set forth in paragraph 63 below.

22 **10. “Class Notice”** means the following documents, collectively, each of which
23 shall be prepared in English, Spanish, and Tagalog:

24 a. The court-approved Notice of Proposed Class Action Settlement and
25 Certification of Settlement Class (substantially in the form of Exhibit B hereto), which will
26 advise Settlement Class Members of the certification of a Settlement Class and the scope of
27 that class, the scope of the releases set forth at paragraphs 68–71 of this Stipulation, the

1 compensation to which they may be entitled, their right to opt out of the Settlement Class or
2 object to the Settlement, and notice of the Fairness and Approval Hearing;

3 b. Claim Form which will include an individualized Notice of Anticipated
4 Settlement Share (substantially in the form of Exhibit C hereto but including the information
5 for each Settlement Class Member set forth in paragraph 57 below); and

6 c. The Opt-Out Form (substantially in the form of Exhibit D hereto).

7 **11. “Class Period”** means July 17, 2005 through and including the date on which
8 the Court enters the Order of Certification and Preliminary Approval.

9 **12. “Class Work”** means all non-exempt agricultural work performed by Settlement
10 Class Members (as defined in paragraph 31 below) while employed by Cal-Pacific Farm
11 Management, LP, T&R Bangi’s Agricultural Services, Inc., Kern Ag Labor Management, Inc.,
12 La Vina Contracting, Inc., or Elite Ag Labor Services, Inc. at Delano Farms during the Class
13 Period. Class Work includes without limitation all such agricultural work whether or not
14 Delano Farms Company or any of its parents, subsidiaries, or Affiliates are alleged to be or are
15 or were deemed joint employers of any or all such workers.

16 **13. “Court”** means United States District Court for the Eastern District of
17 California.

18 **14. “Current Class Counsel”** means Martinez Aguila-socho & Lynch, APLC; Law
19 Office of Ball & Yorke; and Law Office of Wilcoxon Callahan, LLP.

20 **15. “Defendants”** means Delano Farms Company, Cal-Pacific Farm Management
21 L.P., T & R Bangi’s Agricultural Services, Inc., Elite Ag Labor Services, Inc., and Kern Ag
22 Labor Management, Inc.

23 **16. “Fairness and Approval Hearing”** means the hearing described in paragraph
24 76(f) below, to occur 210 days after entry of the Order of Certification and Preliminary
25 Approval provided that such date is at least 90 days following completion of service of the
26 CAFA Notice.

1 **17. “Net Settlement Fund”** means the Settlement Amount less (i) any and all Taxes
2 or other payments due in connection with or as a result of the payments to the Settlement Class
3 Members; (ii) any and all payments due or amounts incurred in connection with or relating to
4 the administration, implementation, or execution of this Settlement, including without
5 limitation the costs and/or expenses incurred in connection with providing the Class Notice to
6 the Settlement Class, in paying out the Net Settlement Fund to Claiming Class Members, in
7 making the other payments required hereby, in compensating the Settlement Administrator and
8 the community-outreach administrator authorized in paragraph 58(e), in ensuring all
9 appropriate tax documentation is prepared and that all Taxes are properly remitted to the proper
10 recipients, or in obtaining the services of professionals required to fulfill the tax reporting and
11 withholding obligations of the Qualified Settlement Fund at the fund level and at the
12 distribution level; (iii) any and all attorneys’ fees and costs awarded to Class Counsel; (iv) any
13 enhancement awards or other payments to the Representative Plaintiffs; and (v) any other
14 portion of the Settlement Amount that is not distributed to the Settlement Class pursuant to the
15 Plan of Allocation.

16 **18. “Notice of Anticipated Settlement Share”** means the notice to be provided to
17 the Settlement Class Members in their Claim Form by the Settlement Administrator pursuant to
18 paragraph 58 below and substantially in the form of Exhibit C hereto and shall provide, for
19 each Settlement Class Member, a statement of the total number of weeks that the Settlement
20 Class Member performed Class Work and a calculation of the Settlement Class Member’s
21 estimated payment based on the Plan of Allocation. Such estimations shall be based on a
22 reasonable estimate of the Net Settlement Fund and shall assume: (i) that all Settlement Class
23 Members elect to participate in the Settlement and submit timely and complete Claim Forms,
24 (ii) that attorney’s fees, costs, and enhancement awards to Representative Plaintiffs are
25 approved by the Court and awarded in full, (iii) a reasonable estimate of total administrative
26 costs and other amounts to be paid from the Settlement Amount, and (iv) a reasonable estimate
27

1 of Taxes or other payments due in connection with or as a result of the payments to all
2 Settlement Class Members.

3 **19. “Opt-Out Form”** means the form attached hereto as Exhibit D, which will be
4 part of the Class Notice.

5 **20. “Final Order and Judgment”** means the proposed order to be entered by the
6 Court finally approving the Settlement and entering judgment in the *Arredondo* Action, as
7 amended, in the form attached hereto as Exhibit E.

8 **21. “Order of Certification and Preliminary Approval”** means the proposed
9 order to be entered by the Court, in the form attached hereto as Exhibit F, preliminarily
10 approving the Settlement, certifying the Settlement Class and directing notice thereof to the
11 Settlement Class. This order shall include the content set forth and recited in paragraph 76
12 below.

13 **22. “Paniagua Action”** means the lawsuit entitled *ISIDRO PANIAGUA*
14 *individually, and on behalf of all others similarly situated, v. DELANO FARMS COMPANY, a*
15 *Washington State Corporation; CAL-PACIFIC FARM MANAGEMENT, L.P.; T&R BANGI'S*
16 *AGRICULTURAL SERVICES, INC., KERN AG LABOR MANAGEMENT, INC., LA VINA*
17 *CONTRACTING, INC. and DOES 1 through 10, inclusive*, Case No. 1:16-cv-00907-DAD-JLT,
18 pending in the Eastern District of California.

19 **23. “Paniagua Complaint”** means the complaint filed in the *Paniagua* Action on
20 June 23, 2016.

21 **24. “Paniagua Dismissal”** means the stipulation and proposed order of dismissal of
22 the *Paniagua* Action with prejudice and without costs or fees to any party, in the form attached
23 hereto as Exhibit G.

24 **25. “Plan of Allocation”** means the method for calculating each Class Member's
25 Share as described in paragraph 63 below.

26 **26. “Qualified Settlement Fund”** means a fund set up by the Settlement
27 Administrator in compliance with Treasury Regulation 1.468B-1 through 6.

1 **27. “Released Claims”** means all claims within the scope of the releases described
2 and set forth in paragraph 68 below.

3 **28. “Settlement”** means the settlement embodied by this Stipulation, which shall
4 include final settlement of the *Arredondo* Action and the *Paniagua* Action, and the Releases
5 and other provisions of this Stipulation.

6 **29. “Settlement Administrator”** means Kurtzman Carson Consultants (“KCC”),
7 which shall serve subject to the Court’s approval, and shall administer the Settlement in
8 accordance with this Stipulation of Settlement, any Orders of the Court, applicable state and
9 federal tax law and regulations, and the law and regulations protecting personally identifiable
10 information. The Settlement Administrator shall fulfill the tax compliance obligations of the
11 Qualified Settlement Fund and may engage licensed professionals to assist in doing so. Except
12 as otherwise indicated in paragraphs 52, 57, 58(b), (c), (f), & (h) , and 64 below, Defendants,
13 the Released Parties, and defense counsel shall have no responsibility or involvement with
14 regard to administering the Settlement Fund, processing of claims, or distribution of payments
15 to class members. Plaintiffs and their counsel shall communicate with the Settlement
16 Administrator as necessary to achieve compliance with the Settlement approved by the Court,
17 provided that all communications concerning material matters or requiring the approval of or
18 notice to Defendants under this Stipulation are copied or otherwise contemporaneously
19 provided to defense counsel.

20 **30. “Settlement Amount”** means \$6,000,000.00, which shall be the total, complete
21 and maximum amount payable collectively by Defendants and any of the Released Parties
22 pursuant to and in consideration of this Settlement, which amount cannot, may not, and shall
23 not increase under any circumstances. Defendants, and each of them, agree that upon and after
24 the Effective Date they are jointly and severally liable for payment of the Settlement Amount.
25 No portion of the Settlement Amount will revert to Defendants under any circumstances.

26 **31. “Settlement Class”** and/or the **“Settlement Class Members”** means and
27 includes any and all individuals who are or were employed as non-exempt agricultural

1 employees of Cal-Pacific Farm Management, LP, T&R Bangi's Agricultural Services, Inc.,
2 Kern Ag Labor Management, Inc., La Vina Contracting, Inc., or Elite Ag Labor Services, Inc.
3 and performed work at Delano Farms in California between July 17, 2005 and the date of entry
4 of the Order of Certification and Preliminary Approval who do not opt out in accordance with
5 paragraph 60 below, excluding those who worked only as irrigators, tractor drivers, or
6 swampers or only in cold storage. This includes employees, without limitation, who previously
7 opted out of the previously certified class in the *Arredondo* Action. For clarity, the phrase
8 "performed work at Delano Farms in California" as used in this paragraph does not include
9 work performed at premises other than Delano Farms, such as Blanc Vineyards and Red Cedar
10 Vineyards in Paso Robles.

11 **32. "Stipulation" or "Stipulation of Settlement"** means this Joint Stipulation of
12 Settlement of Class Actions.

13 **33. "Taxes"** means any and all taxes, withholdings, payments, and/or remittances to
14 any governmental authority of whatever kind or type that arise from, relate in any manner to, or
15 are required or appropriate in connection with: (a) distributions or payments to or from the
16 Qualified Settlement Fund; (b) payments and distributions to the Settlement Class and to each
17 and any Settlement Class Member from the Settlement Amount, the Net Settlement Fund, the
18 Qualified Settlement Fund or otherwise in connection with this Settlement; (c) the
19 administration of this Settlement or this Stipulation, including without limitation any interest
20 earned upon the Settlement Amount or by the Qualified Settlement Fund; and/or (d) this
21 Settlement or this Stipulation or anything concerning this Settlement or this Stipulation or its
22 performance, execution or implementation. Without in any manner limiting the scope or
23 generality of the foregoing, such Taxes shall include without limitation all federal, state, local,
24 or other employee- and employer-side withholding and remittances required by law to be paid
25 to any government agency which arise from or relate to this Settlement, including without
26 limitation federal, state, or local income tax withholding and employee and/or employer
27 withholding for FICA, SUTA, and FUTA amounts. "Taxes" does not include any taxes that

1 may be due from Settlement Class Members in excess of amounts withheld or paid by the
2 Qualified Settlement Fund or Settlement Administrator.

3 **PROCEDURAL BACKGROUND AND POSITIONS OF THE PARTIES**

4 **34. The Arredondo Action.** On July 17, 2009, Plaintiffs initiated the *Arredondo*
5 Action by filing the *Arredondo* Complaint in the Eastern District of California. Plaintiffs filed
6 a motion for class certification, which was granted on April 19, 2011. The matter currently is
7 before United States Magistrate Judge Michael J. Seng for all purposes.

8 **35. The JAMS Mediations.** In September of 2011, the Parties participated in
9 mediation with the Honorable Edward A. Infante of JAMS in San Francisco but were unable to
10 reach a settlement. On January 11, 2013, the Parties again participated in mediation with John
11 Bates of JAMS in San Francisco but were unable to reach a settlement.

12 **36. The Joint Employer Trial.** On February 5, 2013, following a bench trial on the
13 issue of joint employment, the Hon. William B. Shubb found that Delano Farms was a joint
14 employer of the class certified in the *Arredondo* Action within the meaning of the Migrant
15 Seasonal Agricultural Workers Protection Act, 29 U.S.C. § 1801 et seq., and Wage Order 14 of
16 the California Industrial Welfare Commission, 8 Cal. Code. Reg. § 11140. That decision
17 remains interlocutory, and Defendants have not yet had an opportunity to appeal it.

18 **37. Defendants' Motions to Decertify.** On March 22, 2013, Defendants filed
19 motions to decertify the class and to require Plaintiffs to submit a trial plan. Plaintiffs opposed
20 these motions. The court partially granted and partially denied the Motions.

21 **38. The Judicate West Mediation.** On June 21, 2013, July 3, 2013, and August 14,
22 2013, the Parties participated in mediation with David Rudy of Judicate West in San Francisco
23 and Los Angeles but were unable to reach settlement.

24 **39. The Order Partially Decertifying the Class and Development of a Trial**
25 **Plan.** On February 21, 2014, the Court granted in part Defendants' motions to decertify the
26 class. Since the entry of this order, the focus of the *Arredondo* Action has been on Plaintiffs'
27 development of a trial plan. Plaintiffs filed an alternative trial plan in November 2015 that did

1 not rely on a survey or expert testimony. In February 2016, Plaintiffs filed another trial plan
2 that did rely on a survey and expert testimony, but that plan and related expert disclosures
3 subsequently had to be withdrawn.

4 **40. The Motion to Modify the Scheduling Order.** On May 26, 2016, Plaintiffs
5 filed a Motion to Modify Scheduling Order, which requested new deadlines for filing a new
6 Trial Plan, for completion of a new survey, and for new expert reports and disclosures. The
7 Court denied the motion by order dated July 22, 2016 and, as clarified by the Court's August
8 11, 2016 minute order, held that Plaintiffs' proposed trial plan submitted November 24, 2015
9 was the only operative plan and that Plaintiffs were precluded from presenting additional trial
10 plans, disclosing experts, or conducting a survey.

11 **41. The *Paniagua* Action.** On June 22, 2015, Plaintiffs sought to amend their
12 complaint to include claims for unpaid rest periods. On October 20, 2015, this Court denied
13 Plaintiffs' motion to amend their complaint (ECF No. 397). That decision remains
14 interlocutory, and Plaintiffs have not had an opportunity to appeal it. On June 23, 2016, Isidro
15 Paniagua initiated the *Paniagua* Action. The matter currently is before United States District
16 Court Judge Dale A. Drozd and United States Magistrate Judge Jennifer L. Thurston. Martinez
17 Aguilascho & Lynch, APLC, Law Office of Wilcoxon Callahan, LLP, and Law Office of Ball
18 & Yorke represent Mr. Paniagua in regard to the claims asserted on his behalf and on behalf of
19 the putative class. McCormick, Barstow, Sheppard, Wayte & Carruth LLP represent Cal-
20 Pacific Farm Management, L.P., T&R Bangi's Agricultural Services, Inc., and Kern Ag Labor
21 Management, Inc. Savitt Bruce & Willey LLP and Law Offices of William C. Haahsy
22 represent Delano Farms Company. La Vina Contracting, Inc., has not appeared.

23 **42. *Paniagua* Payroll Data.** On August 12, 2016, Defendants voluntarily provided
24 documents relating to the work performed by putative class members in the *Paniagua* Action
25 and policies regarding rest and meal periods, at Mr. Paniagua's counsel's request, so that
26 Plaintiff could assess further the claims asserted in the *Paniagua* case.

1 **43. The August 24, 2016 Mediation.** On August 24, 2016, counsel for Cal-Pacific
2 Farm Management, L.P., T & R Bangi's Agricultural Services, Inc., Kern Ag Labor
3 Management Inc., Delano Farms Company, the *Arredondo* Plaintiffs, and Mr. Isidro Paniagua
4 participated in mediation with Antonio Piazza of Mediated Negotiations in San Francisco
5 regarding the claims asserted in the *Arredondo* Action, the *Paniagua* Action, and the other
6 claims subject to this Settlement. This mediation has given rise to this Stipulation.

7 **44. Arm's-Length Negotiations.** At all times, the negotiations leading to this
8 Settlement have been adversarial, non-collusive, and at arm's length. Including the session
9 mediated by Mr. Piazza and prior mediation sessions, the Parties have participated in a total of
10 seven days of mediation with four separate neutral mediators over the last five years.

11 **45. No Admission of Fault.** Delano Farms Company and Contractors deny any and
12 all allegations of wrongdoing, fault, liability, or damage of any kind to the plaintiffs or the
13 certified class in the *Arredondo* Action, to the plaintiffs or the putative class in the *Paniagua*
14 Action, and/or to the Settlement Class—except as to their agreement to jointly and severally
15 pay the Settlement Amount upon and after the Effective Date. Delano Farms Company and
16 Contractors deny that they acted unlawfully in any way. Nevertheless, in the interest of
17 avoiding the costs, risks, and disruption of litigation and to resolve the claims asserted in the
18 *Arredondo* Action and the *Paniagua* Action, Defendants Delano Farms Company and
19 Contractors have concluded that it is desirable that these Actions be fully and finally settled
20 upon the terms and conditions set forth in this Stipulation. Delano Farms Company and
21 Contractors stipulate to class action treatment and certification of the Settlement Class solely
22 for the purpose of effecting the Settlement as set forth in this Stipulation; such stipulation, and
23 Delano Farms Company's and Contractors' non-opposition to a motion that requests approval
24 of the Settlement (including certification of the Settlement Class for purposes of effecting this
25 settlement) does not reflect acknowledgment, assent, or agreement that the Settlement Class
26 could or should be certified in the absence of this Settlement. This Stipulation and this
27 Settlement (including certification of the Settlement Class) may not, in any event,

1 circumstance, or proceeding, be construed, deemed, or used as evidence of or an admission of
2 any liability or any wrongdoing, or of an infirmity of any defense, procedural or substantive.

3 **46. Fair, Reasonable, and Adequate Compromise.** The Representative Plaintiffs,
4 by and through Class Counsel, have conducted an investigation into the facts and law relating
5 to the matters alleged in the *Arredondo* Action and the *Paniagua* Action, including the
6 Amended *Arredondo* Complaint. Following their arm's length negotiations with respect to a
7 compromise and settlement of the *Arredondo* Action and the *Paniagua* Action, the Parties have
8 concluded that the Settlement among the Parties set forth in this Stipulation is fair, reasonable
9 and adequate. Accordingly, it is the desire of the Parties to fully, finally, and forever settle,
10 compromise, and discharge all Released Claims (as defined in paragraph 68 below). The
11 specific terms of the Releases given by the Representative Plaintiffs and by the Settlement
12 Class Members are set forth in paragraphs 68–71 below and are not limited by any language in
13 this or any other section of this Stipulation.

14 **TERMS OF PAYMENT AND DISTRIBUTION**

15 **47. Settlement Amount.** The Settlement Amount payable by Defendants is
16 \$6,000,000.00. All payments to the Settlement Class and/or to anyone else in connection with,
17 arising from, relating to, or in consideration of the Settlement or the resolution of the
18 *Arredondo* Action or the *Paniagua* Action shall come from this Settlement Amount, including
19 without limitation all payments and distributions to the Settlement Class, all attorneys' fees and
20 costs awarded in connection with the *Arredondo* Action or the *Paniagua* Action or this
21 Settlement, all costs and expenses relating to the administration of the Settlement and Class
22 Notice, any enhancement awards to the Representative Plaintiffs, and all Taxes, including
23 without limitation employer-side payments such as FICA, SUTA, and FUTA payments and all
24 wage or other withholdings. Upon and after the Effective Date, no portion of the Settlement
25 Amount will revert to Defendants under any circumstances, and Defendants and their counsel
26 shall not seek an award of attorney's fees or costs.

1 **48. Payment to Qualified Settlement Fund.** Defendants shall deposit not less than
2 8.4% of the Settlement Amount into the Qualified Settlement Fund established by the
3 Settlement Administrator within 30 days after entry of the Order of Certification and
4 Preliminary Approval. Defendants shall deposit the remaining Settlement Amount within 30
5 days of the Effective Date of the Settlement, or earlier at Defendants' option. Full payment by
6 the Defendants of the Settlement Amount to the Qualified Settlement Fund shall fully satisfy
7 Defendants' obligations hereunder; Plaintiffs, Class Counsel, and the Settlement Class bear any
8 risk of loss associated with amounts paid to the Qualified Settlement Fund. Defendants shall
9 have no responsibility or liability for, relating to, or arising from or in connection with the
10 appointment of the Settlement Administrator, any actions or omissions by the Settlement
11 Administrator, its agents, or the agents of Class Counsel, or any obligation or liability of the
12 Qualified Settlement Fund. Without limitation, Defendants and the Released Parties are not
13 responsible and shall have no liability in connection with the distribution of any unclaimed
14 funds or any obligation to remit such funds to the State of California, the failure to obtain or
15 report accurate taxpayer information, the failure to withhold, remit, or pay sufficient Taxes, or
16 the calculation and distribution of payments to Settlement Class Members.

17 **49. Attorneys' Fees and Costs**

18 a. Current Class Counsel shall apply to the Court for an award of attorneys'
19 fees and costs and expenses incurred in connection with the prosecution of the *Arredondo*
20 Action and/or the *Paniagua* Action, negotiating and obtaining this Settlement, and all of the
21 work remaining to be performed by Class Counsel in regard to these matters, including without
22 limitation documenting the Settlement, securing Court approval of the Settlement, preparing
23 and filing the Amended *Arredondo* Complaint, securing Court approval of certification of the
24 Settlement Class, providing Class Notice, making sure that the Settlement is administered and
25 implemented in accordance with its terms, and obtaining dismissal of the *Arredondo* Action
26 and the *Paniagua* Action.
27

1 b. Amounts awarded by the Court for attorneys' fees, costs, and expenses
2 of whatever kind or type to any and all Class Counsel, or to anyone else, shall be paid
3 exclusively from and out of the Settlement Amount. Class Counsel shall provide the
4 Settlement Administrator with valid Forms W-9 prior to receiving payment.

5 c. In consideration for settling this matter and in exchange for the releases
6 set forth herein and in the Final Order and Judgment by and from the Plaintiffs and the
7 Settlement Class Members, and subject to final approval by the Court, Defendants and non-
8 Defendant Contractors will not oppose Plaintiffs' motion for attorneys' fees provided that (i) it
9 does not request fees in excess of 33% of the Settlement Amount, (ii) the motion for attorneys'
10 fees provides for fees to satisfy and compensate each and all Class Counsel, and (iii) the Final
11 Order and Judgment expressly and effectively extinguishes any and all claims and potential
12 claims for attorneys' fees, costs, and expenses of and by any and all Class Counsel and anyone
13 else. Defendants and non-Defendant Contractors will not object to a request by Class Counsel
14 for reimbursement of actually incurred costs and expenses associated with prosecution of the
15 *Arredondo* and/or *Paniagua* Actions to be paid from the Settlement Amount. Current Class
16 Counsel shall advise the Settlement Administrator and Defendants of the total amount of fees
17 and costs Class Counsel plans to request in time to allow for the calculation of amounts to be
18 included in the Notice of Anticipated Settlement Share.

19 d. Current Class Counsel, and each of them, agree to and hereby do release
20 each and all of the Released Parties (defined below in paragraph 68) of and from any and all
21 claims for attorneys' fees, costs, expenses, or any monetary sums of any type connected with or
22 relating in any manner to the *Arredondo* Action or the *Paniagua* Action, or any of the claims
23 released as part of this Settlement.

24 e. Current Class Counsel further covenant and agree (i) to effect valid
25 service of this Stipulation, the Order of Certification and Preliminary Approval, and all related
26 submissions upon Myers, Widders, Gibson, Jones & Feingold, LLP; Law Offices of Marcos
27 Camacho; Wasserman, Comden & Casselman LLP; and any other lawyers at other firms who

1 may have served or who may claim to have served as Class Counsel (collectively, “Former
2 Class Counsel”) and (ii) to deliver to Former Class Counsel no later than 5 business days after
3 entry of the Order of Certification and Preliminary Approval the above-referenced documents
4 together with correspondence addressed at least to the senior partners of Former Class Counsel
5 that explains such documents; why they are being delivered and served; that Former Class
6 Counsel must present any claim it has for any attorneys’ fees, costs or expenses in any way
7 associated with the *Arredondo* Action, the *Paniagua* Action, or the Settlement to the Court
8 timely and consistent with the Order of Certification and Preliminary Approval and at least
9 fourteen days before the deadline for filing objections to the Settlement; and that any such
10 claims that Former Class Counsel may have will be extinguished by the Final Order and
11 Judgment. It is Current Class Counsel’s position, which Defendants do not dispute, that any
12 class counsel that abandoned or ceased work on behalf of the class prior to agreement to settle
13 these cases is entitled only to reasonable and actual costs, not market attorney fees or lodestar
14 rates, if any, except as to the Camacho firm which transitioned into the Martinez Aguilasoch
15 Lynch firm upon Camacho’s appointment to the Kern County Superior Court. It is the intent of
16 this Stipulation to extinguish any and all claims for attorneys’ fees and costs by Class Counsel,
17 Former Class Counsel, and Current Class Counsel relating in any way to the *Arredondo* Action,
18 the *Paniagua* Action, or the Released Claims.

19 f. In the event that the Court does not approve the award of attorneys’
20 fees and/or costs requested by any of Class Counsel, or the Court awards attorneys’ fees and
21 costs in an amount less than that requested by Class Counsel, such ruling or award shall not be
22 a basis for rendering the Settlement void or unenforceable in any respect; the Settlement,
23 including all releases, shall remain in full force and effect. Class Counsel retains its right to
24 appeal any decision by the Court regarding the Court’s award of attorneys’ fees and costs.

25 **50. Enhancement Awards.** Subject to approval by the Court, and in consideration
26 of this Settlement including the releases set forth herein, Defendants will not object to each of
27

1 the Representative Plaintiffs receiving an enhancement award in consideration for serving as a
2 class representative, in amounts not to exceed the following:

- | | | | |
|---|----|------------------|------------|
| 3 | a. | Sabas Arredondo | \$7,000.00 |
| 4 | b. | Irma Landeros | \$7,000.00 |
| 5 | c. | Rosalba Landeros | \$7,000.00 |
| 6 | d. | Hilario Gomez | \$7,000.00 |
| 7 | e. | Jose Cuevas | \$2,000.00 |
| 8 | f. | Isidro Paniagua | \$2,000.00 |

9 The enhancement award is in addition to the share to which each of the Representative
10 Plaintiffs is entitled from the Net Settlement Funds in accordance with the Plan of Allocation.
11 In the event that the Court does not approve the enhancement fees in whole or in part, or the
12 Court makes such an award in amount(s) less, in whole or in part, than that requested, such
13 ruling or award shall not be a basis for rendering the Settlement null, void, or unenforceable in
14 any respect, and such decision of the Court shall have no impact upon the validity or
15 enforceability of the Settlement; the Settlement, including all releases, shall remain in full force
16 and effect. Representative Plaintiffs retain their right to appeal any decision by the Court
17 regarding the Court's ruling on enhancement awards.

18 **51. Costs of Administration.** All costs and expenses for or relating in any manner
19 to the administration of the Settlement, including without limitation the fees of the Settlement
20 Administrator and of any community-outreach administrator authorized in paragraph 58(e),
21 will be paid from and out of the Settlement Amount. These administration costs shall not be
22 considered part of Plaintiffs' attorney's fees and costs incurred in prosecuting the action.

23 **ADMINISTRATION PROCEDURES**

24 **52. Settlement Data and Information.** All data or information relating to the
25 Settlement Class or to administration of the Settlement that is collected, compiled, created,
26 used, or possessed by the Settlement Administrator will be made available to counsel for the
27 Parties only to the extent reasonably necessary for them to comply with their respective

1 obligations under this Stipulation of Settlement or as ordered by the Court upon good cause
2 shown. Requests by Defendants for data or information relating to administration of the
3 Settlement that are directed to the Settlement Administrator shall be copied to Current Class
4 Counsel, who shall cooperate in good faith to facilitate prompt provision of the requested
5 information. Defendants shall have no responsibility or liability with regard to administration
6 of the Settlement Fund.

7 **53. Responsibility for Administrative Costs.** The fees charged and the costs
8 incurred by the Settlement Administrator prior to the date on which the full Settlement Amount
9 is tendered to the Qualified Settlement Fund shall be paid from the 8.4% of the Settlement
10 Amount deposited into the Qualified Settlement Fund within 30 days of Order of Certification
11 and Preliminary Approval pursuant to paragraph 48. Fees or costs charged or incurred by the
12 Settlement Administrator or Class Counsel for administration shall be paid directly by the
13 Settlement Administrator from the Qualified Settlement Fund following reasonable notice to
14 the Parties of the amounts to be paid and the basis for them. All such fees and costs shall be
15 subtracted from the Settlement Amount as part of determining the Net Settlement Fund. The
16 Parties agree to provide valid Forms W-9 to the Settlement Administrator.

17 **54. Establishment of Qualified Settlement Fund.** As soon as practicable
18 following its appointment, and within 10 days of the date on which the Order of Certification
19 and Preliminary Approval is entered, the Settlement Administrator shall file a Form SS4 with
20 the IRS and obtain a taxpayer identification number for the Qualified Settlement Fund. All
21 accounts containing all or any part of the Settlement Amount shall bear the name and the
22 taxpayer identification number of the Qualified Settlement Fund. The Settlement
23 Administrator shall open such accounts as are necessary for the receipt, distribution, and
24 administration of monies paid to the Qualified Settlement Fund. The Settlement Administrator
25 shall establish all state registration accounts necessary to properly comply with the reporting
26 obligations of the Qualified Settlement Fund.

1 **55. Duties of Settlement Administrator.** Without in any manner limiting any duty
2 set forth in any other paragraph, the duties of the Settlement Administrator shall include,
3 without limitation, reviewing, updating, and verifying the Class Data List, preparing and
4 mailing the Class Notice to each Settlement Class Member, collecting and verifying the
5 taxpayer identification information associated with the Settlement Class Members, calculating
6 and establishing reserves to cover Taxes and expenses and all costs of or relating to
7 administration, submitting to the Court any objections submitted by Settlement Class Members
8 pursuant to paragraph 74 below, performing necessary skip traces on Class Notices returned as
9 undeliverable, processing returned Claim Forms and Opt-Out Forms, holding in-person
10 meetings for processing Claim Forms, preparing and mailing settlement checks, withholding
11 Taxes as required by law from payments and distributions made, preparing appropriate tax
12 forms in connection with the settlement payments and remitting those forms to the appropriate
13 governmental agencies, undertaking reasonable efforts to re-notify or re-mail checks to
14 Claiming Class Members who have not cashed their checks within 60 days of the initial
15 mailing, redistributing pro rata to class members any unclaimed funds, and preparing a final
16 accounting with regard to the Qualified Settlement Fund and/or administration of the
17 Settlement. The Settlement Administrator shall hire any third parties necessary for completion
18 of its tasks, but such hiring shall not exceed the Administrator's quote for serving as
19 Administrator in this case. The Settlement Administrator, and any other person involved in the
20 administration of this Settlement, shall treat any and all documents, communications, and other
21 information and materials received in connection with the administration of the Settlement as
22 confidential, will take appropriate steps to protect confidential or private information, including
23 the Class Data List, and shall not disclose any such documents, communications, or other
24 information to any person or entity except as provided for in this Stipulation or by court order.

25 **56. Compilation of Class Data List**

26 a. The Parties agree that, within 45 days after entry of the Order of
27 Certification and Preliminary Approval, the Defendants will provide to the Settlement

1 Administrator, to the extent it is available in Contractors' records and in an electronic format
2 such as Excel, the following most up-to-date information about each Settlement Class Member
3 as it is currently reported, stated, or recorded in such records: (i) name; (ii) last known home
4 and mailing addresses (if different); (iii) telephone number; (iv) Social Security Number or
5 other taxpayer identification number; (v) Alien Registration Number; and (vi) number of weeks
6 during the Class Period that each Settlement Class Member performed Class Work for
7 Contractors. Defendants will make good-faith efforts to provide such other information as the
8 Settlement Administrator may reasonably request to aid in identification, location, or payment
9 of any Settlement Class Members who performed Class Work for Contractors. This
10 information shall collectively be referred to as the "Class Data List." The Settlement
11 Administrator will perform address updates and verifications as appropriate prior to the first
12 mailing to the Settlement Class and will, consistent with outreach efforts such as those outlined
13 in paragraph 58 below, undertake reasonable efforts to obtain the information necessary to
14 administer the Settlement and perform its duties hereunder, including all taxpayer information
15 necessary to meet its obligations under this Stipulation.

16 b. Delano Farms will attempt to obtain the information necessary to
17 complete the Class Data List for work performed by those Settlement Class Members
18 employed by La Vina Contracting, Inc., and any other information identifying Settlement Class
19 Members or Class Work not provided by Contractors under subpart a. above, and to provide it
20 to the Settlement Administrator within 60 days after entry of the Order of Certification and
21 Preliminary Approval by the Court. In the event that Delano Farms does not timely receive the
22 information necessary to complete the Class Data List with regard to work performed by
23 employees of La Vina Contracting, Inc., Defendants will work with Current Class Counsel and
24 the Court to obtain this information, including, for example, by issuing a subpoena.

25 **57. Calculation of Anticipated Settlement Share.** The Settlement Administrator
26 will calculate the amount to be included in each Settlement Class Member's Notice of
27 Anticipated Settlement Share as set forth in paragraph 10(b) above and the Plan of Allocation

1 as set forth in paragraph 63 below. The Notice of Anticipated Settlement Share shall be
2 provided on each Settlement Class Member's Claim Form. Settlement Class Members will
3 have an opportunity to challenge the number of work weeks he or she performed Class Work,
4 and he or she shall be asked to provide the basis for any challenge and will be informed that he
5 or she must provide any records or documentation supporting the Settlement Class Member's
6 position. In response to such a dispute, the Settlement Administrator will first verify the
7 information contained in the Class Data List and, if it deems appropriate, may also request
8 additional information reasonably and readily available from the Defendants regarding the
9 Class Work performed by the Settlement Class Member. Unless the Settlement Class Member
10 can establish a different number of qualifying Class Work weeks based on documentary
11 evidence, the total number of Class Work weeks established by records in the possession of the
12 Settlement Administrator will control. Any such challenges shall be resolved by the Settlement
13 Administrator, who shall examine the records available. The Settlement Administrator's
14 determination regarding any dispute concerning any Anticipated Settlement Share shall be
15 final. The Settlement Administrator must mail written notice of its determination and, if
16 applicable, a Claim Form with a revised Notice of Anticipated Settlement Share to the
17 challenging Settlement Class Member no later than 160 days after entry of the Order of
18 Certification and Preliminary Approval.

19 **58. Dissemination of the Class Notice**

20 a. Within 90 days of entry of the Order of Certification and Preliminary
21 Approval, the Settlement Administrator will send Settlement Class Members, by first-class
22 mail to their last known address (after performing address updates and verifications as
23 appropriate prior to this first mailing), the Class Notice (which includes the Notice of Proposed
24 Class Action Settlement, the Claim Form, and the Opt-Out Form as set forth in paragraph 10
25 above ("First Mailing")).

26 b. No later than the date of the First Mailing, if the Settlement
27 Administrator deems it a reasonable basis for disseminating Class Notice and collecting forms

1 from the Settlement Class, the Settlement Administrator shall establish and maintain a website,
2 in each of English, Spanish, and Tagalog, the content of which shall be subject to the prior
3 approval by all Parties (or, if the Parties cannot agree, the approval of the Court). The website
4 shall include the Class Notice materials (except for the Claim Form with individualized Notice
5 of Anticipated Settlement Share) and information about how Settlement Class Members can
6 contact the Settlement Administrator; at the Settlement Administrator's discretion, the website
7 also may provide Settlement Class Members the ability to submit Claim Forms, Opt-Out
8 Forms, challenges to Anticipated Settlement Shares as described in paragraph 59 below, and
9 objections as described in paragraph 72 below, through the website.

10 c. No later than the date of the First Mailing, the Settlement Administrator
11 shall also set up and maintain a toll-free telephone information line, which shall be staffed by
12 persons able to competently answer questions in English, Spanish, and Tagalog. The scripts or
13 points to be used in responding to such inquiries shall be subject to the prior approval by all
14 Parties (or, if the Parties cannot agree, the approval of the Court).

15 d. The Settlement Administrator shall also establish radio public service
16 announcements (PSAs) and place advertisements in English and Spanish, and to the extent
17 available, Tagalog, language media and/or publications that serve the Delano, Bakersfield and
18 Visalia areas and take other steps to publicize the Settlement and to solicit correct address
19 information from the Settlement Class, modeled on the Class Notice. These announcements,
20 advertisements, and other steps will begin no later than the date of the First Mailing and will
21 cease no later than 115 days after entry of the Order of Certification and Preliminary Approval.
22 The Settlement Administrator shall place such advertisements and announcements in those
23 media and publications, and at times and frequencies, that it deems appropriate, following
24 consultation with Current Class Counsel.

25 e. Current Class Counsel may, in consultation with KCC, engage a
26 community-outreach administrator to assist with notifying Settlement Class Members of the
27

1 Settlement, completing and submitting Claim Forms, answering questions about the Settlement,
2 and updating addresses and contact information for Settlement Class Members.

3 f. Current Class Counsel shall seek agreement from Defendants' counsel as
4 to the content, placement, and timing of the announcements, advertisements, and other steps
5 referenced in paragraphs 58(d) & (e). If the Parties are unable to agree, they will promptly seek
6 resolution from the Settlement Administrator, and if they are still unable to agree, they will
7 promptly seek resolution from the Court through a joint motion setting forth their respective
8 positions.

9 g. Upon receipt of information that a Settlement Class Member did not in
10 fact receive the Class Notice in the First Mailing (*e.g.*, by the post office's return to the
11 Settlement Administrator of the First Mailing sent to that individual), the Settlement
12 Administrator shall undertake reasonable efforts to determine the correct address for those
13 Settlement Class Members who did not receive the First Mailing. Then, within 115 days after
14 entry of the Order of Certification and Preliminary Approval the Settlement Administrator will
15 execute a second mailing of Class Notice to those Settlement Class Members whose previous
16 Class Notices were undeliverable and for whom the Settlement Administrator has located an
17 alternative address through skip tracing or other means ("Second Mailing").

18 h. Upon reasonable request, the Settlement Administrator shall provide
19 periodic reports to all counsel identifying the efforts taken to provide actual notice to
20 Settlement Class Members, such reports to include without limitation the number of mailings
21 sent out, the number of notices returned undeliverable, the number of persons who have
22 responded to the PSAs, the number of phone calls received, and the efforts taken to identify
23 proper addresses for the Settlement Class Members.

24 i. The Parties agree that the plan for dissemination of Class Notice as
25 described in this paragraph is valid and effective, that it provides reasonable notice to the
26 Settlement Class, and that it represents the best practicable notice under the circumstances.
27

1 **59. Challenges by Settlement Class Members to Calculation of Anticipated**
2 **Settlement Share.** Whether or not he or she submits an objection to all or part of the
3 Settlement pursuant to paragraph 72 below, a Settlement Class Member may dispute his or her
4 Anticipated Settlement Share, or the data used to calculate the Notice of Anticipated Settlement
5 Share, by sending a written notice to the Settlement Administrator within 135 days after entry
6 of the Order of Certification and Preliminary Approval.

7
8 **60. Opt-Out Procedures**

9 a. As indicated in paragraph 10 above, the Class Notice shall include an
10 Opt-Out Form advising Settlement Class Members that they may opt out of the Settlement
11 Class by indicating on the Opt-Out Form that they wish to be excluded from the Settlement
12 Class and returning the Opt-Out Form via first class mail or by personally delivering it to the
13 Settlement Administrator no later than the date stated on the Opt-Out Form, which is 170 days
14 after entry of the Order of Certification and Preliminary Approval. All Opt-Out Forms must be
15 completed in full, legible, and postmarked or delivered on or before the deadlines provided in
16 this sub-paragraph.

17 b. Any Settlement Class Member who timely and properly submits an Opt-
18 Out Form will not be entitled to receive any portion of the Net Settlement Fund, including
19 without limitation his or her Class Member's Share, and will not be bound by the Settlement or
20 have any right to object, appeal, or comment thereon.

21 c. Any Settlement Class Member who does not timely and properly submit
22 an Opt-Out Form shall be bound by all terms of the Settlement and the entered Final Order and
23 Judgment, including without limitation the releases set forth in paragraphs 68 –71 below.

24 d. Within 185 days after entry of the Order of Certification and Preliminary
25 Approval, the Settlement Administrator shall provide all counsel with a complete list of all
26 Settlement Class Members who have timely and properly submitted Opt-Out Forms and, upon
27 request, a copy of such forms and other materials received from members of the Settlement

1 Class requesting exclusion. If the Settlement Administrator receives any Opt-Out Forms after
2 that date, the Settlement Administrator shall promptly provide all counsel with copies thereof.

3 e. Each Defendant will have the absolute right, in the exercise of its sole
4 discretion, to terminate in its entirety the Stipulation of Settlement *ab initio* in the event that 1%
5 or more of the Settlement Class Members submit an Opt-Out Form. If any Defendant so elects,
6 it will notify the other Defendants, Current Class Counsel, and the Court of its election within
7 195 days after entry of the Order of Certification and Preliminary Approval, and the Settlement
8 shall be terminated and paragraph 84 below shall apply.

9 **61. Review and Processing of Claim Forms.** The Settlement Administrator shall
10 collect, review, and assess all returned Claim Forms as follows:

11 a. A Claim Form that is not received by the Settlement Administrator
12 within 170 days after entry of the Order of Certification and Preliminary Approval will be
13 deemed untimely and shall be deemed void and a nullity (“Claim Form Deadline”), provided
14 that the Settlement Administrator may allow exceptions for good cause, at its discretion.

15 b. Claim Forms that do not meet the requirements set forth in this
16 Stipulation and in the Claim Form instructions shall be rejected, except that the Settlement
17 Administrator may attempt to contact the Settlement Class Member and make arrangements to
18 collect the needed information if, in the judgment of the Settlement Administrator, there is
19 enough time to collect this information before the Claim Form Deadline.

20 c. The Settlement Administrator shall have 20 days from the Claim Form
21 Deadline to notify any Settlement Class Member whose Claim is rejected of the rejection.
22 Current Class Counsel should be provided with copies of all such notifications to Settlement
23 Class Members.

24 d. If any person whose Claim Form has been rejected wants to contest such
25 rejection, he or she must, within 14 days from mailing of the rejection, transmit to the
26 Settlement Administrator by U.S. Mail a notice and statement of reasons indicating the grounds
27 for contesting the rejection, along with any supporting documentation, and requesting further

1 review by the Settlement Administrator, in consultation with Current Class Counsel, of denial
2 of the claim. The Settlement Administrator and Current Class Counsel shall attempt to resolve
3 the issue by agreement, with the Settlement Administrator being authorized to make a final
4 decision on the matter. If Current Class Counsel objects to the proposed resolution of the
5 contested rejection, the dispute may be presented to the Court for summary and non-appealable
6 resolution.

7 e. No person shall have any claim against Defendants, the Released Parties,
8 Plaintiffs, Class Counsel, defense counsel, the Settlement Class, and/or the Settlement
9 Administrator based on any determinations, distributions, or other awards made in accordance
10 with the Stipulation of Settlement.

11 **62. Failure to Submit Valid Claim Form.** Any Settlement Class Member who
12 neither submits a timely and complete Opt-Out Form nor timely files a valid and complete
13 Claim Form, as determined by the Settlement Administrator, will not be entitled to receive any
14 payment, benefit, or any other relief pursuant to this Stipulation, but will be bound together
15 with all Settlement Class Members by all of the terms of this Stipulation of Settlement,
16 including the terms of the Final Order and Judgment to be entered and the releases provided for
17 herein, and will be barred from bringing any action against any of the Released Parties
18 concerning any of the Released Claims.

19 **63. Plan of Allocation.** Each Claiming Class Member shall be entitled to a share of
20 the Net Settlement Fund to be determined pursuant to the following Plan of Allocation:

21 a. The payment made to each Claiming Class Member shall be determined
22 pro rata based on the total number of weeks that each Claiming Class Member performed Class
23 Work relative to the total number of weeks that all Claiming Class Members performed Class
24 Work. Work weeks after April 8, 2012 will be valued at 50% of the value of work weeks
25 occurring prior to April 8, 2012. This is intended to account for changes in practices that
26 appear to have taken place reducing both the likelihood and the frequency of the alleged
27 violations.

1 b. Each Claiming Class Member shall be entitled to a payment that is the
2 product of the total amount of the Net Settlement Fund multiplied by the fraction determined
3 by the total number of weeks, and weighted according to the formula set forth in paragraph
4 63(a), that such Claiming Class Member performed Class Work divided by the total number of
5 weeks that all Claiming Class Members collectively performed Class Work. Appropriate tax
6 withholding as required by law shall be deducted from each Claiming Class Member's payment
7 before calculating the net payment.

8 c. For purposes of this Plan of Allocation, the term "week" shall be defined
9 as seven consecutive days beginning on Monday and ending on Sunday. If a Settlement Class
10 Member performs any amount of Class Work during a given week, that week shall be counted
11 as a week during which the Settlement Class Member performed Class Work.

12 **64. Review of Calculations of Class Members' Shares.** Upon the Effective Date
13 of Settlement, the Settlement Administrator shall calculate each Claiming Class Member's
14 Share in accordance with the above Plan of Allocation. Such calculations shall be provided to
15 Current Class Counsel and Defendants' Counsel within ten 10 business days after finalization
16 thereof and not less than 10 business days before any Claiming Class Member's Share is
17 distributed.

18 **65. Payment Procedures**

19 a. As soon as practical following both the Effective Date and the deposit to
20 the Qualified Settlement Fund of the full Settlement Amount, but before any Class Member's
21 Share is distributed, the Settlement Administrator shall pay from the Qualified Settlement Fund
22 attorneys' fees, costs, and expenses and enhancement awards to Representative Plaintiffs
23 approved in the Final Order and Judgment. Recipients of enhancement awards shall provide to
24 the Settlement Administrator valid W-8 or W-9 forms prior to their receipt of such awards.

25 b. As soon as practical following both the Effective Date and the deposit to
26 the Qualified Settlement Fund of the Settlement Amount, but before any Class Member's Share
27 is distributed, the Settlement Administrator shall: (i) determine the amounts (payable from the

1 Net Settlement Fund) due to the Claiming Class Members in accordance with the Plan of
2 Allocation; and (ii) establish a reserve sufficient to cover all Taxes due (given that 45% of each
3 payment is allocated as wages, 42.5% as interest, and 12.5% as penalties) and to cover all
4 potential further administration and other expenses and any other further payments, other than
5 distributions to the Settlement Class, related to the Settlement or its administration (the
6 “Reserve”).

7 c. As soon as practical following the disbursement of the payments
8 identified in paragraph 65(a) above and the establishment of the reserve required by paragraph
9 65(b)(ii) above, the Settlement Administrator shall issue and mail checks to the Claiming Class
10 Members and shall remit appropriate payment for or related to Taxes to the appropriate
11 governmental authorities.

12 d. If any portion of the Reserve remains in the Qualified Settlement Fund
13 after the ultimate payment of all Taxes, expenses, and any other payments to anyone other than
14 distributions to the Settlement Class, the amount so remaining shall be distributed to the
15 Claiming Class Members pro rata according to the Plan of Allocation as a supplemental
16 payment.

17 e. The Settlement Administrator shall make reasonable efforts to re-notify
18 or re-mail checks to Claiming Class Members who have not cashed their checks within 60 days
19 of the initial mailing of such checks, including additional efforts to obtain a correct address for
20 such Claiming Class Members.

21 f. If, upon the expiration of 60 days after re-mailing of undeliverable
22 checks or re-notification to Claiming Class Members whose checks remained uncashed, such
23 checks still remain uncashed, the Settlement Administrator shall cause stop-payment notices to
24 be issued against the checks not cashed. The Settlement Administrator will then distribute and
25 deliver the amount of the total uncashed checks to the remaining Claiming Class Members pro
26 rata according to the Plan of Allocation as a supplemental payment. Defendants shall have no
27 liability based on any claim by any party, Settlement Class Member, or third party that the

1 funds related to the uncashed checks should have been treated as unclaimed property of the
2 original payee or otherwise distributed in a different way to a different person.

3 g. With respect to Taxes that have been paid to state or federal agencies
4 relating to any uncashed checks, the Parties understand that those agencies may take a
5 significant amount of time to refund such Taxes to the Settlement Administrator. Moreover, at
6 some point the unclaimed funds remaining for distribution will be too small to justify the cost
7 of redistribution to the Claiming Class Members. Plaintiffs expect that the total unclaimed
8 funds and/or refunded Taxes will be less than \$50,000. Therefore, the parties agree that,
9 following the refund of Taxes to the Settlement Administrator and any distributions of such
10 refunds or other unclaimed funds as the Settlement Administrator deems reasonable under the
11 circumstances, Class Counsel shall be entitled to receive such funds as part of their recoverable
12 fees, provided that the returned amounts do not result in Class Counsel receiving fees in excess
13 of 33% of the Settlement Amount and that Class Counsel shall seek approval of this provision
14 in its motion for fees and costs.

15 **66. Allocation of Payments by Claim.** The Parties recognize that it is impractical
16 if not impossible to precisely allocate the Net Settlement Fund among the various claims
17 asserted by the Representative Plaintiffs and the Settlement Class. The Parties also recognize
18 that disbursement of the Net Settlement Fund may trigger certain reporting and tax obligations.
19 Because of the uncertainties involved, and in order to facilitate compliance with all applicable
20 reporting and tax requirements, the Parties agree that the following allocation is reasonably
21 related to the claims asserted by the Representative Plaintiffs and the Settlement Class: the Net
22 Settlement Funds distributed to the Claiming Class Members shall comprise 45% percent
23 wages (including Section 226.7 premium payments and reimbursement of tool expenses),
24 42.5% interest (non-wages), and 12.5% penalties (non-wages). This allocation was negotiated
25 at arm's length, in good faith, and in an adversarial setting, and is consistent with the
26 underlying facts and circumstances of the case.

27 **67. Tax Treatment of Settlement Payments.**

1 a. Each recipient of any monies paid in accordance with this Settlement,
2 including without limitation Settlement Class Members, is responsible for the proper and
3 timely payment of any Taxes associated with the monies received by each recipient.

4 b. The Settlement Administrator shall determine the applicable state and/or
5 federal tax requirements and shall accordingly prepare a Form 1099, Form W-2, and/or other
6 applicable or required forms regarding each payment made from the Qualified Settlement
7 Fund, including without limitation each distribution to each Claiming Class Member and any
8 enhancement awards paid to the Representative Plaintiffs from the Qualified Settlement Fund,
9 and reflecting each Claiming Class Member's wage and non-wage income, if any. The
10 Settlement Administrator will be responsible for the accurate and timely preparation and
11 submission of these forms, including obtaining accurate taxpayer information necessary to
12 complete them. Settlement Class Members will be responsible for correctly characterizing the
13 compensation that they receive pursuant to the Forms W-2 and 1099 and for payment of any
14 Taxes owing on said amounts.

15 c. The Settlement Administrator shall be responsible for fully and
16 accurately withholding any Taxes (including by way of example and without limitation any and
17 all withholdings required by law, including for example employee- and employer-side
18 withholdings and applicable FICA, SUTA, and FUTA amounts) that the employer, Settlement
19 Administrator, or other payor or transferor is required to withhold and properly and timely
20 remitting to the appropriate governmental entity such amounts withheld. Such withholdings
21 shall include but not be limited to all employer-side and all other required withholdings from
22 payments or distributions properly characterized as wages or from which such withholdings as
23 are otherwise required, including without limitation income tax withholding and employee and
24 employer withholding for FICA, SUTA, and FUTA amounts. All such withholdings shall be
25 paid from and out of the Qualified Settlement Fund. The Defendants and the Released Parties
26 (identified below at paragraph 68 shall have no responsibility or liability for the withholding,
27 payment or remitting of any Taxes.

RELEASES

68. Releases by Settlement Class Members. Each Settlement Class Member and each Representative Plaintiff, and each of their predecessors, successors, assigns, heirs, executors, administrators, attorneys, and agents, hereby releases each of Delano Farms Company, Cal-Pacific Farm Management, L.P., T&R Bangi's Agricultural Services Inc., Kern Ag Labor Management Inc., La Vina Contracting Inc., and Elite Ag Labor Services, Inc. individually and collectively, and each's subsidiaries, parents (including without limitation Anderson and Middleton Company), Affiliates (including without limitation Blanc Vineyards), owners, shareholders, general and limited partners, predecessors, insurers, agents, employees, heirs, executors, successors, assigns, transferees, officers, officials, directors, members, managers, attorneys, beneficiaries, trustees, personal representatives, or other representatives (collectively the "Released Parties") of and from any and all claims, actions, rights, demands, charges, debts, liens, obligations, costs, expenses, wages, restitution, compensation, disgorgement, benefit(s) of any type, equitable relief, contract obligations, liquidated damages, statutory damages, damages, penalties of whatever type or description, attorneys' fees, interest, complaints, causes of action, obligations, or liability of any and every kind, known or unknown, at law or in equity, contingent or otherwise (i) that were asserted or that could have been asserted in the *Arredondo* Action or the *Paniagua* Action, including without limitation in the Amended *Arredondo* Complaint, or (ii) that are, were, or could be based on, that arose or could arise out of, or that in any way relate to the same or substantially similar facts, transactions, events, policies, acts, or omissions as alleged in either action including in the Amended *Arredondo* Complaint (collectively the "Released Claims"). For clarity, the Parties agree and, upon approval of the Settlement, the Court will order that the Released Claims include but are not limited to any and all claims against each and all of the Released Parties for or relating to allegedly unpaid wages, unreimbursed tool expenses, failure to pay for rest or recovery periods or other nonproductive time, failure to make rest, recovery, or meal periods available, failure to relieve Settlement Class Members of all duties during meal periods,

1 discouraging, preventing, or otherwise hindering employees from taking rest, recovery, or meal
2 periods, the provision of inaccurate wage statements, and/or incomplete or inaccurate record-
3 keeping, from July 17, 2005 until the date of the Court's entry of Order of Certification and
4 Preliminary Approval.

5 **69. Additional Releases by Representative Plaintiffs.** In addition to the releases
6 set forth in the preceding paragraph, the Representative Plaintiffs specifically acknowledge that
7 they each release the Released Parties from and of, and the Released Parties specifically
8 acknowledge that they each release the Representative Plaintiffs from and of, not only the
9 Released Claims set forth above but any and all claims, known or unknown, as of the date of
10 entry of the Order of Certification and Preliminary Approval.

11 **70. California Civil Code Section 1542.** In addition to and in connection with the
12 Released Claims identified in in paragraph 68 above, the Representative Plaintiffs and Released
13 Parties each for himself, herself, or itself waives the provisions of California Civil Code
14 Section 1542, which states:

15 **A GENERAL RELEASE DOES NOT EXTEND TO**
16 **CLAIMS WHICH THE CREDITOR DOES NOT KNOW**
17 **OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
18 **THE TIME OF EXECUTING THE RELEASE, WHICH IF**
19 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
20 **AFFECTED HIS OR HER SETTLEMENT WITH THE**
21 **DEBTOR**

22 These releases are not intended to release claims that cannot be released as a matter of law.

23 **71. Injunction Against Prosecution of Claims.** The releases set forth in
24 paragraphs 68–70 above shall be effective and binding as of the Effective Date, after which all
25 parties subject to these releases shall be enjoined from commencing or prosecuting any claim or
26 action subject to these releases.

27 **RIGHT OF OBJECTION TO SETTLEMENT**

72. Objections to Settlement. The Class Notice will advise the Settlement Class
that each Settlement Class Member who does not opt out of the Settlement has the right to

1 object to all or any part of the Settlement, including without limitation the Plan of Allocation or
2 the scope of the Releases. Any Settlement Class Member who wishes to present an objection
3 must file it with the Court within 170 days from entry of Order of Certification and Preliminary
4 Approval. The Objection must contain the full name, current home (or mailing) address, and
5 telephone number of the objector and the Control Number located on the upper right of the
6 Settlement Class Member's Claim Form and Opt-Out Form, and must state the grounds for the
7 objection and whether the objector intends to appear at the Fairness and Approval Hearing
8 either with or without separate counsel.

9 **73. Failure to Timely and Properly Submit Objections.** No member of the
10 Settlement Class shall be entitled to be heard at the Fairness and Approval Hearing (whether
11 individually or through separate counsel) or to object to the Settlement, and no written
12 objections or briefs submitted by any member of the Settlement Class shall be received or
13 considered by the Court at the Fairness and Approval Hearing, unless written notice of the
14 objecting Settlement Class Member's intention to appear at the Fairness and Approval Hearing
15 and copies of any written objections and/or briefs have been filed with the Court by the
16 deadline specified in this paragraph. Members of the Settlement Class who fail to file written
17 objections as specified in this paragraph shall be deemed to have waived all objections and
18 shall be foreclosed from making any objection (whether by appeal or otherwise) to the
19 Settlement.

20 **74. Objections Submitted to Settlement Administrator.** In the event that any
21 person submits an objection otherwise meeting all of the requirements set forth in paragraph 72
22 above to the Settlement Administrator, rather than filing it with the Court, the Settlement
23 Administrator shall promptly send such objection to the Court and provide it to the Parties.
24 Such objections will be considered timely if received by the Settlement Administrator within
25 170 days from entry of Order of Certification and Preliminary Approval.
26
27

1 **75. Deadline to File Responses to Objections.** The Parties will file their responses
2 to any Settlement Class Member objections not later than 195 days after entry of the Order of
3 Certification and Preliminary Approval.

4 **DUTIES OF THE PARTIES, COURT APPROVAL, AND EFFECTIVE DATE**

5 **76. Motion for Order of Certification and Preliminary Approval.** Within seven
6 days of execution of this Stipulation by all Parties, the Plaintiffs shall file in the *Arredondo*
7 Action a Motion for Certification of the Settlement Class and Preliminary Approval of the
8 Settlement, which shall include as an exhibit and rely upon this Stipulation (including all of its
9 exhibits), and which shall request entry of and which shall include as its proposed order the
10 Order of Certification and Preliminary Approval. Defendants' non-opposition to certification
11 of the Settlement Class is for settlement purposes only and is made without prejudice to
12 Defendants' ability to contest certification of a class on any grounds in the event that the
13 Settlement is not approved or is terminated for any reason. The Order of Certification and
14 Preliminary Approval, in the form of Exhibit F hereto, shall:

15 a. Approve, as to both form and content Class Notice as defined in
16 Paragraph 10 above;

17 b. Direct the Settlement Administrator to mail Class Notice by first class
18 mail to the Settlement Class Members and to make it available, if a website is used, on the
19 website referenced in paragraph 58(b) above;

20 c. Preliminarily approve the Settlement and the certification of the
21 Settlement Class, including appointment of the Representative Plaintiffs as the representatives
22 of the Settlement Class and Current Class Counsel as counsel of the Settlement Class, subject
23 only to the objections of Settlement Class Members, state or federal officials under 28 U.S.C.
24 1715, and final review by the Court;

25 d. Appoint the Settlement Administrator identified in paragraph 29 above,
26 and approve payment of the reasonable charges of the Settlement Administrator;
27

1 e. Preliminarily approve Current Class Counsel's request that the
2 Representative Plaintiffs each receive an enhancement award;

3 f. Schedule a Fairness and Approval Hearing, to occur 210 days after entry
4 of the Order of Certification and Preliminary Approval, provided that the Fairness and
5 Approval Hearing will be held no earlier than 90 days following completion of the CAFA
6 Notice consistent with paragraph 77 below, to consider any objections to the Settlement timely
7 submitted to the Court, address whether the Settlement—including the certification of the
8 Settlement Class and the amendment of the *Arredondo* Complaint, the request for payment of
9 attorneys' fees and costs, and the Representative Plaintiffs' enhancement awards—should be
10 finally approved as fair, reasonable, and adequate as to the Settlement Class Members, and, if
11 so, enter the Final Order and Judgment;

12 g. Preliminarily approve the Final Order and Judgment;

13 h. Modify the existing case schedules as appropriate; and

14 i. Direct that the Parties shall proceed to implement the Settlement in
15 accordance with the terms of this Stipulation.

16 **77. Notice to Government.** Within 10 days following the filing of the Motion for
17 Certification of the Settlement Class and Preliminary Approval of the Settlement, Defendants
18 shall prepare and serve an initial CAFA Notice with regard to this Settlement, which may
19 acknowledge that as of that date it is yet not feasible to provide the information set forth in
20 section 7(a) of 28 U.S.C. § 1715. Current Class Counsel and the Representative Plaintiffs
21 agree to cooperate with Defendants to ensure compliance with the notice requirements of
22 CAFA, including without limitation the requirement that CAFA Notice, including all
23 appropriate supplemental notice(s), be completed not less than 90 days in advance of the
24 Fairness and Approval Hearing.

25 **78. Amended *Arredondo* Complaint and *Paniagua* Filing.** Within five days of
26 the entry by the Court in the *Arredondo* Action of the Order of Certification and Preliminary
27 Approval:

1 a. Plaintiffs shall file the Amended *Arredondo* Complaint; and

2 b. The Parties shall advise the Court in the *Paniagua* Action that the claims
3 asserted in the *Paniagua* action have been asserted in the *Arredondo* Action, that those claims
4 are part of a Settlement Class and a Settlement that has been preliminarily approved by the
5 Court in the *Arredondo* action; that the Parties have agreed, as part of the Settlement, to dismiss
6 with prejudice the *Paniagua* Action upon final approval of the Settlement by the Court in the
7 *Arredondo* Action; and that the Parties request that the *Paniagua* Action be stayed pending
8 final approval of the Settlement, upon which it shall be dismissed with prejudice. In this
9 regard, the Parties agree that the *Paniagua* Action should be transferred to Magistrate Judge
10 Michael J. Seng for all purposes, all Parties hereby consent to such transfer and to Judge Seng
11 hearing the *Paniagua* Action for all purposes, and the Parties agree to take prompt action (even
12 before entry of the Order of Certification and Preliminary Approval) to effect such transfer.

13 **79. Final Order and Judgment.** In connection with seeking final approval from
14 the Court of the Settlement set forth in this Stipulation, the Plaintiffs will submit a proposed
15 Final Order and Judgment in the form of Exhibit E hereto. The deadline to file papers in
16 support of entry of the Final Order and Judgment will be 15 days before the date of the Fairness
17 and Approval Hearing. The Final Order and Judgment shall not be entered earlier than 90 days
18 after the date on which Defendants complete their CAFA Notice. The Final Order and
19 Judgment includes provisions:

20 a. Approving the Settlement, including the certification of the Settlement
21 Class, and adjudging the terms thereof to be fair, reasonable, and adequate, and directing
22 consummation of its terms and provisions;

23 b. Approving the enhancement awards to the Representative Plaintiffs;

24 c. Approving the fees and costs to be paid to Class Counsel;

25 d. Discharging and releasing the claims, rights, duties and obligations
26 within the scope of the releases set forth in paragraphs 68–71 above;
27

1 e. Barring and enjoining all Settlement Class Members, excepting only
2 those who timely and properly submitted an Opt-Out Form, from initiating, asserting, or
3 prosecuting against Defendants or any Released Party in any forum any and all individual or
4 class claims within the scope of the releases set forth in paragraphs 68–71 above; and

5 f. Dismissing the *Arredondo* Action with prejudice.

6 **80. Dismissal of *Paniagua* Action.** Within three business days of the date on which
7 the Court enters the Final Order and Judgment in the *Arredondo* Action, Plaintiffs shall submit
8 the *Paniagua* Dismissal in the *Paniagua* Action.

9 **81. Effective Date.** The Effective Date of this Settlement shall be the date on which
10 all the following has occurred:

11 a. Entry by the Court of the Order of Certification and Preliminary
12 Approval in the form annexed hereto as Exhibit F;

13 b. Approval by the Court of the Settlement, following notice to the
14 Settlement Class and the Fairness and Approval Hearing, as prescribed by Rule 23 of the
15 Federal Rules of Civil Procedure;

16 c. Entry by the Court of the Final Order and Judgment in the form set forth
17 in Exhibit E;

18 d. The expiration of the later of: (i) any time for appeal or review of such
19 Final Order and Judgment; (ii) if any appeal is filed and not dismissed, after such Final Order
20 and Judgment is upheld on appeal in all material respects and is no longer subject to review
21 upon appeal or review by writ of certiorari; or (iii) in the event that the Court enters a final
22 order and judgment in a form other than that provided above and none of the Parties hereto
23 elect to terminate this Settlement (“Alternative Judgment”), the date that such Alternative
24 Judgment becomes final and no longer subject to appeal or review; and

25 e. Entry of the *Paniagua* Dismissal in the *Paniagua* action.

26 **82. Court to Retain Jurisdiction.** The Court shall retain jurisdiction over the
27 Parties to this Stipulation of Settlement with respect to the performance and implementation of

1 its terms. In the event that any applications for relief are made, such applications shall be made
2 to the Court.

3 **83. Right to Terminate.** Any Party to this Settlement, by and through his, her or its
4 counsel of record, shall have the right to terminate the Settlement and this Stipulation by
5 providing written notice of election to do so (“Termination Notice”) to all other Parties hereto
6 within 20 days of the date upon which any of the following conditions may occur:

7 a. The Court declines to enter the Order of Certification and Preliminary
8 Approval in substantially the form of Exhibit F hereto and granting entirely the relief requested
9 (provided, however, that the failure to award fees in the precise amount requested shall not be a
10 basis for terminating the Settlement, consistent with Paragraph 49(f) above);

11 b. The Court declines to approve this Stipulation of Settlement in its
12 entirety;

13 c. The Court declines to certify the Settlement Class exactly as defined in
14 paragraph 31 above;

15 d. The Representative Plaintiffs and Current Class Counsel fail to file the
16 Amended *Arredondo* Complaint in precisely the form of Exhibit A;

17 e. The Court declines to enter the Final Order and Judgment in
18 substantially the form of Exhibit E and granting entirely the relief requested (provided,
19 however, that the failure to award fees in the precise amount requested shall not be a basis for
20 terminating the Settlement, consistent with Paragraph 49(f) above);

21 f. The Final Order and Judgment is modified or reversed in any material
22 respect by the Court or the United States Court of Appeals or the United States Supreme Court;

23 g. An Alternative Judgment is modified or reversed in any material respect
24 by the Court or the United States Court of Appeals or the United States Supreme Court; or

25 h. The Court declines to dismiss the *Paniagua* action with prejudice and
26 without costs to any party.

1 Before issuing such Termination Notice, however, the Parties shall meet and confer and
2 make reasonable efforts to address changes that might allow a revised settlement to be reached
3 that would then be submitted for approval.

4 **84. Effect of Termination.** Except as otherwise provided herein, in the event the
5 Settlement is terminated or fails to become effective for any reason, the Parties to this
6 Stipulation shall be deemed to have reverted to their respective litigation positions as of August
7 24, 2016 and, except as otherwise expressly provided, the Parties shall proceed in all respects
8 as if this Stipulation and any related orders had not been entered. In such event:

9 a. The Settlement shall have no force and effect, no Party shall be bound by
10 any of its terms, and nothing in it may be used against any Party in this or in any other
11 proceeding (except that any Party may enforce the provisions of this Stipulation regarding
12 termination of the Settlement or the effect of such termination);

13 b. No pleading, brief, motion, or other submission to the Court relating to
14 the Settlement, including without limitation the Motion for Certification of the Settlement Class
15 and Preliminary Approval of the Settlement and any proposed order (the "Settlement
16 Submissions"), shall constitute an admission of any Party of any kind or shall limit any claim,
17 defense or argument in any way, whether substantive or procedural; and nothing in any
18 Settlement Submission may be used against any Party in this or in any other proceeding (except
19 that any Party may enforce the provisions of this Stipulation regarding termination of the
20 Settlement or the effect of such termination);

21 c. Defendants and the Released Parties shall have no obligation to make
22 any payments;

23 d. If entered before termination, the Order of Certification and Preliminary
24 Approval and/or the Final Order and Judgment, or any similar orders and related findings or
25 conclusions, shall be vacated, shall be of no effect whatsoever, and may not be used against any
26 Party in this or in any other proceeding;

1 e. The Amended *Arredondo* Complaint, the Motion for Certification of the
2 Settlement Class and Preliminary Approval of the Settlement, and any submissions in favor of
3 the Settlement or the Final Order and Judgment shall all be withdrawn, and the Parties will
4 proceed to litigate the *Arredondo* Action and the *Paniagua* Action with respect to the pleadings
5 on file as of the time of execution of this Stipulation of Settlement;

6 f. Any order or stipulation amending the complaint in the *Arredondo*
7 Action or certifying a settlement class shall be vacated, shall be of no effect whatsoever, and
8 may not be used against any Party in this or in any other proceeding;

9 g. The Settlement, Settlement Submissions, and all negotiations,
10 statements, documents, and proceedings relating thereto shall be deemed confidential and not
11 subject to disclosure for any purpose in any proceeding; and

12 h. Any portion of the Settlement Amount previously paid or caused to be
13 paid by Defendants, together with any interest earned thereon, less any Taxes due with respect
14 to such interest, and less the costs of administration and notice actually incurred, whether paid
15 or not paid, shall be returned within 10 business days to the Defendants. To the extent that any
16 portion of any payment already made by the Defendants cannot be returned, Defendants shall
17 receive credit for that payment such that any judgment or other settlement ultimately obtained
18 by the Plaintiffs or any class certified in the *Arredondo* Action and/or the *Paniagua* Action
19 shall be reduced by an identical amount.

20 **MISCELLANEOUS PROVISIONS**

21 **85. Integration.** All of the exhibits attached hereto are material and integral parts
22 hereof and are hereby incorporated by reference as though fully set forth herein. This
23 Stipulation and the attached exhibits state and contain the entire agreement and the entirety of
24 the understandings between the Parties relating to the Settlement and transactions contemplated
25 thereby. All prior or contemporaneous agreements, understandings, representations, and
26 statements, whether oral or written and whether by a party or such party's legal counsel, are
27 merged herein. No rights hereunder may be waived except in writing.

1 **86. No Admission.** This Stipulation and all negotiations, statements, and
2 proceedings in connection herewith shall not, in any event, be construed or deemed to be
3 evidence of an admission or concession on the part of Plaintiffs, Defendants, any Released
4 Party, any Settlement Class Member, or any other person or entity, of any liability or
5 wrongdoing by them, or any of them, and shall not be offered or received in evidence in any
6 action or proceeding (except an action to enforce this Stipulation and the Settlement
7 contemplated hereby), or be used in any way as an admission, concession, or evidence of any
8 liability or wrongdoing of any nature, and shall not be construed as, or deemed to be evidence
9 of, an admission or concession that any person or entity has or has not suffered any damage or
10 agrees to any theory or argument, except that the Released Parties may file this Stipulation
11 and/or the Final Order and Judgment provided for in paragraph 79, above in any action that
12 may be brought against them in order to support a defense or counterclaim based on principles
13 of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or
14 any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15 **87. Authority.** The signatories hereto hereby represent that they are fully
16 authorized to enter into this Stipulation and bind the Parties to its terms.

17 **88. Cooperation in Execution.** The Parties agree to fully cooperate with each other
18 to obtain Court approval of this Settlement, including without limitation execution of such
19 documents and taking such other action as may reasonably be necessary to implement the terms
20 of this Settlement. Nothing (including any order of the Court), however, shall require any party
21 hereto to accept any terms, provisions, or conditions different from those stated in this
22 Stipulation.

23 **89. No Prior Assignments.** The Parties hereto represent, covenant, and warrant
24 that they have not directly or indirectly assigned, transferred, encumbered, or purported to
25 assign, transfer, or encumber to any person or entity any portion of any liability, claim,
26 demand, action, cause of action, or rights herein released and discharged.
27

1 **90. Construction.** The Parties hereto represent that the terms and conditions of this
2 Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and
3 that this Stipulation has been prepared by Current Class Counsel and counsel for Defendants.
4 To the extent that there is any ambiguity or uncertainty in this Stipulation, no party will be
5 deemed to have caused it. Accordingly, the Parties agree that this Stipulation shall not be
6 construed in favor of, or against, any party by reason of the extent to which any party or its
7 counsel participated in the drafting of this Stipulation and that California Civil Code § 1654
8 and common-law principles of construing ambiguities against the drafter shall have no
9 application.

10 **91. Advice of Counsel.** The undersigned Parties warrant and represent that they are
11 agreeing to the terms of this Stipulation after having received the advice of their respective
12 counsel, that they have had a full and unfettered opportunity to discuss the contents of this
13 Stipulation with their counsel, and that they fully understand and voluntarily accept the terms
14 and conditions of this Stipulation.

15 **92. No Waiver.** The waiver by any Party of a breach of any term of this Stipulation
16 shall not operate or be construed as a waiver of any subsequent breach by any Party. The
17 failure of a Party to insist on strict adherence to any provision of the Stipulation shall not
18 constitute a waiver or thereafter deprive such Party of the right to insist upon strict adherence.

19 **93. Third Party Beneficiaries.** Non-party persons and entities who are recipients
20 of the releases set forth in paragraphs 68–71 are third party beneficiaries of this Stipulation.

21 **94. Headings and Recitals.** Paragraph or section headings contained herein are
22 inserted as a matter of convenience and for reference and in no way define, limit, extend, or
23 modify the scope of this Settlement or any provision hereof. Each term of this Settlement is
24 contractual and not merely a recital.

25 **95. Amendment.** This Settlement may not be changed, altered, or modified except
26 in a writing signed by the Parties hereto and approved by the Court. This Settlement may not
27

Parties hereto.

96. Binding on Successors. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

97. Releases Binding on Absent Settlement Class Members. It is acknowledged and agreed that, because of the large number of Settlement Class Members, it is impossible or impractical to have each Settlement Class Member execute this Stipulation. The Class Notice will advise Settlement Class Members of the precise terms and provisions, and the binding nature of, the releases described in paragraphs 68–71 above to the extent permitted by law, and such releases shall have the same force and effect as if this Settlement and this Stipulation was executed by each Settlement Class Member.

98. Counterparts. This Stipulation may be executed in counterparts by scanned or facsimiled signature, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation, which shall be binding upon and effective as to all Parties.

99. Applicable Law. The Parties agree that California law governs the interpretation and application of this Settlement.

SO STIPULATED AND AGREED:

Date: November ____, 2016

signature pending

Sabas Arredondo
Arredondo Plaintiff and Class
Representative

1 Date: November ____, 2016

2
3 signature pending

4 Jose Cuevas
5 Arredondo Plaintiff and Class
6 Representative

7 Date: November ____, 2016

8 signature pending

9 Hilario Gomez
10 Arredondo Plaintiff and Class
11 Representative

12 Date: November ____, 2016

13 signature pending

14 Irma Landeros
15 Arredondo Plaintiff and Class
16 Representative

17 Date: November ____, 2016

18 signature pending

19 Rosalba Landeros
20 Arredondo Plaintiff and Class
21 Representative

22 Date: November ____, 2016

23 signature pending

24 Isidro Paniagua
25 Paniagua Plaintiff

26 Date: November ____, 2016

27 Authorized Representative
Delano Farms Company

Date: November ____, 2016

Authorized Representative

Irma Landeros
Arredondo Plaintiff and Class
Representative

Date: November ____, 2016

Rosalba Landeros
Arredondo Plaintiff and Class
Representative

Date: November ____, 2016

Isidro Paniagua
Paniagua Plaintiff

Date: November 18, 2016



Authorized Representative
Delano Farms Company

Date: November ____, 2016

Authorized Representative
T & R Bangi's Ag. Services, Inc., Cal.
Pacific Farm Management, L.P., and Kern
Ag. Labor Management Inc.

Date: November ____, 2016

Authorized Representative
Elite Ag Labor Services, Inc.

Approved as to form and content.

Date: November ____, 2016

LAW OFFICE OF BALL & YORKE

Gregory J. Ramirez
For Plaintiffs and the Class

1 Date: November ____, 2016

2
3 signature pending

4 Jose Cuevas
5 Arredondo Plaintiff and Class
6 Representative

7 Date: November ____, 2016

8 signature pending

9 Hilario Gomez
10 Arredondo Plaintiff and Class
11 Representative

12 Date: November ____, 2016

13 signature pending

14 Irma Landeros
15 Arredondo Plaintiff and Class
16 Representative

17 Date: November ____, 2016

18 signature pending

19 Rosalba Landeros
20 Arredondo Plaintiff and Class
21 Representative

22 Date: November ____, 2016

23 signature pending

24 Isidro Paniagua
25 Paniagua Plaintiff

26 Date: November ____, 2016

27
Authorized Representative
Delano Farms Company

Date: November 18, 2016

Jerry R. Barger
Authorized Representative

Privileged & Confidential per Mediation Privilege; Subject to Fed. R. Civ. P. 408

ricultural
T & R Bangi's Ag^AServices, Inc., Cal.
Pacific Farm Management, L.P., and Kern
Ag. Labor Management Inc.

Date: November ____, 2016

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Gregory J. Ramirez
For Plaintiffs and the Class

Date: November ____, 2016

MARTINEZ AGUILASOCHO &
LYNCH, APLC

Mario Martinez
For Plaintiffs and the Class

Date: November ____, 2016

LAW OFFICE OF WILCOXEN
CALLAHAM, LLP

William C. Callaham
For Plaintiffs and the Class

Date: November ____, 2016

SAVITT BRUCE & WILLEY LLP

David N. Bruce
For Delano Farms Company


Date: November ____, 2016

LAW OFFICES OF WILLIAM C.
HAHESY

William C. Hahesy
For Delano Farms Company

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Date: November 18, 2016


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Elite Ag Labor Services, Inc.

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For Plaintiffs and the Class

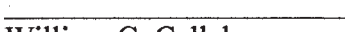
Date: November ____, 2016

MARTINEZ AGUILASOCHO &
LYNCH, APLC


Mario Martinez
For Plaintiffs and the Class

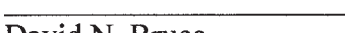
Date: November ____, 2016

LAW OFFICE OF WILCOXEN
CALLAHAM, LLP


William C. Callaham
For Plaintiffs and the Class

Date: November ____, 2016

SAVITT BRUCE & WILLEY LLP


David N. Bruce
For Delano Farms Company

Date: November ____, 2016

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HAHESY


William C. Hahesy
For Delano Farms Company

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LAW OFFICE OF BALL & YORKE
BY M.M.


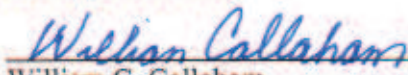
Gregory J. Ramirez
For Plaintiffs and the Class

Date: November 18, 2016

MARTINEZ AGUILASOCHO &
LYNCH, APLC


Mario Martinez
For Plaintiffs and the Class

Date: November 18, 2016

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CALLAHAM, LLP
BY M.M.


William C. Callaham
For Plaintiffs and the Class

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SAVITT BRUCE & WILLEY LLP

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For Delano Farms Company

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For Plaintiffs and the Class

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LYNCH, APLC

Mario Martinez
For Plaintiffs and the Class


Date: November ____, 2016

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For Plaintiffs and the Class

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Date: November ____, 2016

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Mario Martinez
For Plaintiffs and the Class

Date: November ____, 2016

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William C. Callaham
For Plaintiffs and the Class

Date: November ____, 2016

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HAHESY



William C. Hahesy
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Date: November 18, 2016

MCCORMICK, BARSTOW,
SHEPPARD, WAYTE & CARRUTH LLP



Greg Durbin
For T & R Bangi's Agricultural Services, Inc., Cal.
Pacific Farm Management, L.P., Elite Ag
Labor Services, Inc., and Kern Ag. Labor
Management Inc.