

SETTLEMENT AGREEMENT & CONSENT ORDER

This Settlement Agreement (“Agreement”) is made by and between: (1) Plaintiffs: the Labor Commissioner LILIA GARCIA-BROWER in her official capacity as Labor Commissioner for the State of California and Plaintiffs LAURA FRUTOS RODALES, JESUS GUZMAN, EDGAR CISNEROS, PATRICK CROWLEY, AND STANTON WOOD individually in their capacity as private attorneys general on behalf of the State of California (collectively “Plaintiffs”); and (2) Defendants: ALCO HARVESTING LLC, BETTERAVIA FARMS LLC, BETTERAVIA INVESTMENTS LLC, erroneously sued herein as BETTERAVIA INVESTMENT LLC, BONITA PACKING CO., GRUBSTAKE INVESTMENTS LLC, RANCHO HARVEST, INC., BONIPAK PRODUCE, INC., JESUS MANRIQUEZ, ALAIN PINCOT, ROBERT M. FERINI, MITCHELL D. ARDANTZ, CRAIG A. READ, and JEREMY M. MACKENZIE (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

I. Definitions

- 1.1 “Actions” means all the Plaintiffs’ lawsuits against Defendants captioned Lilia García-Brower et al. v. Alco Harvesting LLC et al., case number 21CV02855 (“Labor Commissioner’s Action”); Patrick Crowley et al v. Alco Harvesting LLC case number 23CV04823 (“Crowley Action”); Laura Frutos Rodales. v. Alco Harvesting LLC, et al., case number 22CV02506 (“Rodales Action”); Laura Frutos Rodales v. Alco Harvesting LLC, et al., case number 23CV03669 (“Rodales Actions”); Jesus Guzman v. Alco Harvesting LLC, et al., case number 21CV00299 (“Guzman Action”); and Edgar Cisneros v. Alco Harvest, Inc. et al., case number 21CV04639 (“Cisneros Action”) all pending in the Superior Court of the State of California for the County of Santa Barbara. The Labor Commissioner’s Action is designated the lead action, and the remaining actions are consolidated with and/or related to the Labor Commissioner’s Action.
- 1.2 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.3 “Administrator” means Atticus Administration or any other third-party administrator agreed upon by all parties, the third-party agreed to the Parties to locate Aggrieved Employees, distribute notice through formal and informal means to Aggrieved Employees, administer the Settlement, calculate the settlement distribution amount, and transmit settlement funds to Plaintiffs, Aggrieved Individuals and Plaintiffs’ counsel.
- 1.4 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National

Change of Address database, skip traces, online campaigns, targeted ads, and direct contact by the Administrator with Aggrieved Employees.

- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, whether the employee was employed in an H-2A visa status during the Liability Period, last-known permanent home mailing address, phone number, WhatsApp number, email address, Facebook Messenger contact information, Social Security number, Individual Taxpayer Identification Number, passport number, and number of Pay Periods. Defendant will be in compliance with this Agreement by producing all available information in its possession, custody or control including information maintained in its electronic employee personnel system and information maintained in other systems including Facebook, WhatsApp, or on paper documents.
- 1.6 “Aggrieved Employee” means all individuals who are or were employed by Alco Harvesting LLC as non-exempt employees under I.W.C. Wage Order 14-2001 in California during the Liability Period including both non-H-2A employees and H-2A Employees.
- 1.7 “Approval Order” means the order approving these settlement terms entered by the Court following Plaintiffs’ motion for the Court’s approval of this Settlement Agreement & Consent Order.
- 1.8 “Court” means the Superior Court of the State of California for the County of Santa Barbara.
- 1.9 “Defendants” means named Defendants ALCO HARVESTING LLC, BETTERAVIA FARMS LLC, BETTERAVIA INVESTMENTS LLC, erroneously sued herein as BETTERAVIA INVESTMENT LLC, BONITA PACKING CO., GRUBSTAKE INVESTMENTS LLC, RANCHO HARVEST, INC., BONIPAK PRODUCE, INC., JESUS MANRIQUEZ, ALAIN PINCOT, ROBERT M. FERINI, MITCHELL D. ARDANTZ, CRAIG A. READ, and JEREMY M. MACKENZIE.
- 1.10 “Defense Counsel” means the attorneys representing Defendants, Alden Parker and Rebecca Hause-Schultz from Fisher Phillips, LLP.
- 1.11 “Effective Date” means the date when the Court enters the Approval Order.
- 1.12 “Gross Settlement Amount” means \$6,175,000.00, which is the total amount Defendants agree to pay under this Settlement Agreement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay: (i) Wage Payments, (ii) Non-Wage Payments, (iii) H-2A Employee Payments, (iv) PAGA Penalties, (v) PAGA Counsel Fees Payment, (vi) PAGA Counsel Litigation Expenses Payment, (vii) the Individual Plaintiff Claim Payments, and (viii) the Administrator’s Expenses Payment.

- 1.13 “H-2A Employee Payment” means the H-2A Employees’ pro rata share of the \$1,500,000 payable to H-2A Employees as wage payments under this Agreement in addition to their Non-Wage Payment, Individual PAGA Payment and Wage Payment as calculated below. This payment provides to the Aggrieved H-2A Employees for damages for alleged violations of paid sick leave laws and minimum wage violations, among others, as alleged in the Labor Commissioner’s Action and the Guzman action.
- 1.14 “H-2A Employees” means all individuals who are or were employed by Alco Harvesting LLC as non-exempt employees in California during the Liability Period under the terms of an H-2A visa for employment with Alco Harvesting, LLC.
- 1.15 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the Liability Period.
- 1.16 “Liability Period” means the period from July 16, 2018, through the date the escalator clause in paragraph eight (8) is triggered.
- 1.17 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.18 “LWDA” means the California Labor and Workforce Development Agency.
- 1.19 “Non-Wage Payment” means the Aggrieved Employee’s pro rata share of the amount of \$1,500,000.00 payable to Aggrieved Employees as non-wage payments under this Agreement. This payment compensates the Aggrieved Employees for alleged violations of paid sick leave and itemized wage statement laws as alleged in the Labor Commissioner’s Action.
- 1.20 “PAGA Notice” means Plaintiffs’ written claims submitted to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.21 “PAGA Penalties” means the total of PAGA civil penalties to be paid from the Gross Settlement Amount (at least \$100,000.00), allocated 25% to the Aggrieved Employees (at least \$25,000.00) and the 75% to LWDA (at least \$65,000.00) in settlement of PAGA claims. This payment is civil penalties raised in the Cisneros, Guzman, Crowley, and Rodales Actions.
- 1.22 “Individual Plaintiff Claim Payment(s)” means the payments to Plaintiffs Rodales, Guzman, Cisneros, Crowley, and Wood in satisfaction for their individual causes of action and claims in their respective complaints in the Actions.
- 1.23 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.24 “Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the Liability Period.

- 1.25 “Plaintiffs’ Counsel” means the attorneys representing the Plaintiffs in the Actions and includes: Alec L. Segarich and Anel Flores from the Division of Labor Standards Enforcement of the Department of Industrial Relations for the State of California (“DLSE Counsel”); and Denise Silva, Corrie Meals, and Sandra Aguila from the California Rural Legal Assistance, Inc.; Dawson Morton of the Law Offices of Dawson Morton; Jeremy Rhyne of Lex Opus; Ruben Escobedo of WorkWorld Law Corp.; and Jonathan Melmed, and Meghan N. Higday of Melmed Law Group P.C. (collectively “PAGA Counsel”).
- 1.26 “Plaintiffs’ Counsel Fees Payment” and “Plaintiff’s Counsel Litigation Expenses Payment” mean the amounts allocated to Plaintiffs’ Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.27 “Plaintiffs” means Lilia García-Brower in her capacity as Labor Commissioner for the State of California (“Labor Commissioner”), Laura Frutos Rodales (“Rodales”, Jesus Guzman (“Guzman”), Edgar Cisneros (“Cisneros”), Patrick Crowley (“Crowley”), and Stanton Wood (“Wood”), the named plaintiffs in the Actions.
- 1.28 “Released Claims” means the claims being released by the Plaintiffs and Plaintiffs’ Counsel and as described in Paragraph 5 below.
- 1.29 “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, representatives, agents, and affiliates, individually and in their business capacities.
- 1.30 “Settlement” means the disposition of the Actions effected by this Agreement and the Approval Order.
- 1.31 “Wage Payment” means the Aggrieved Employee’s pro rata share of the amount of \$1,000,000.00 payable to Aggrieved Employees as wages under this Agreement. This payment is meant to provide to the Aggrieved Employees unpaid minimum wages alleged in the Labor Commissioner and Guzman Actions, and unpaid premium wages alleged in the Cisneros, Crowley, and Rodales Actions.

II. Recitals

- 2.1 Plaintiffs brought these Actions by filing five separate operative complaints alleging causes of action against Defendants for **(1)** failure to meet Paid Sick Leave (PSL) and COVID-19 Supplemental PSL Requirements in violation of Labor Code sections 233, 246, 246.5, 247, 248, and 248.2; **(2)** failure to pay contractual wages in violation of Labor Code section 216; **(3)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Orders; **(4)** failure to pay overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Orders; **(5)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage

Orders; (6) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Orders; (7) failure to maintain accurate employment records in violation of Labor Code section 1174; (8) failure to pay timely wages during employment in violation of Labor Code sections 204, 210; (9) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (10) failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; (11) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (12) failure to provide shaded heat-recovery periods in violation of Labor Code section 226.7; and (13) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).

- 2.2 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs Rodales, Guzman, Cisneros, Crowley, and Wood gave timely written notice to Defendants and the LWDA by submitting their PAGA Notices.
- 2.3 The Parties scheduled an initial mediation session on November 17, 2020, with Henry Bongiovi, Esq. The first session of mediation with Mr. Bongiovi was unsuccessful.
- 2.4 The Parties scheduled a second mediation session on September 9, 2022, with the Hon. Leo Papas. The second session of mediation with Judge Papas was unsuccessful.
- 2.5 On February 18, 2025, the Parties participated in an all-day mediation presided over by the Hon. James Lambden. Post-mediation negotiations led to this Agreement to settle the Actions.
- 2.6 Prior to mediation, Plaintiffs obtained, through both formal and informal discovery, various documents and information that allowed both sides to evaluate the potential exposure and potential risk, such as the operative employee handbook, policies and procedures related to the claims alleged in the Operative Complaints, Plaintiffs' personnel files, payroll and time records, and a sample of time and pay records for the Aggrieved Employees, and taking of multiple depositions on both sides.
- 2.7 The Parties, Plaintiffs' Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

III. Monetary Terms

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$6,175,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will

disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To Plaintiffs: Plaintiffs' settlement payments for Plaintiffs' additional individual claims with \$55,000.00 for Patrick Crowley, \$55,000.00 to Jesus Guzman, \$30,000.00 to Laura Frutos Rodales, and \$30,000.00 to Stanton Wood, and \$5,000 to Edgar Cisneros (in addition to any Individual PAGA Payments, Wage Payments, Non-Wage Payments, and H-2A Employee Payments the Plaintiffs may be entitled to receive as determined by the Administrator). If the Court approves Individual Plaintiff Claim Payments less than the amount requested, the Administrator will retain the remainder to be distributed as PAGA Penalties. The Parties agree Plaintiffs' Individual Settlements will not be payable until the Effective Date and conditional upon Approval of the Settlement by the Court.

3.2.2 To Plaintiffs' Counsel: A Plaintiffs' Counsel Fees Payment of not more than 30% of the Gross Settlement Amount, less the Individual Plaintiff Claim Payments, which is currently estimated to be \$1,677,500 and a Plaintiffs' Counsel Litigation Expenses Payment of not more than \$122,500.00. Plaintiffs' Counsel Fee Payment will be split as follows: up to \$335,500.00 to California Rural Legal Assistance, Inc., up to \$335,500.00 to WorkWorld Law Corp., up to \$335,500.00 to Lex Opus, and up to \$335,500 to Melmed Law Group, P.C.; and up to \$335,500 to Law Offices of Dawson Morton. Plaintiffs' Counsel Fees Payment and Plaintiffs' Counsel Litigation Expenses Payment, Plaintiffs and/or Plaintiffs' Counsel will seek Court approval for any Plaintiffs' Counsel Fees Payment and Plaintiffs' Counsel Litigation Expenses Payment. If the Court approves a Plaintiffs' Counsel Fees Payment and/or a Plaintiffs' Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to be distributed as Non-Wage Payments. Released Parties shall have no liability to Plaintiffs' Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any Plaintiffs' Counsel Fee Payment and/or Plaintiffs' Counsel Litigation Expenses Payment. The Administrator will pay the Plaintiffs' Counsel Fees Payment and Plaintiffs' Counsel Expenses Payment using one or more IRS 1099 Forms. Plaintiffs' Counsel assumes full responsibility and liability for taxes owed on the Plaintiffs' Counsel Fees Payment and the Plaintiffs' Counsel Litigation Expenses Payment.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$100,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less, than \$100,000.00, the Administrator will apply those funds to Non-Wage Payments. If the Administrator Expenses Payment exceeds \$100,000, that additional cost will be borne equally by each Plaintiffs' Counsel who received a Litigation Expenses Payment or Fees Payment.
- 3.2.4 To the Aggrieved Employees for the Wage Payment: the Wage Payment of \$1,000,000.
- 3.2.4.1 The Administrator will calculate each Aggrieved Employee's pro rata share of the Wage Payment by (a) dividing \$1,000,000 by the total number of Liability Period Pay Periods worked by all Aggrieved Employees during the Liability Period, and (b) multiplying the result by each Aggrieved Employee's Liability Period Pay Periods.
- 3.2.4.2 The Administrator will report the Wage Payment on W-2 Forms issued for each of the Aggrieved Employees. Defendants will pay any non-discretionary payroll tax deductions, including employer portions of Social Security, Medicare, Unemployment, Employment Training Tax and State Disability, owed under this Agreement in connection with the Wage Payment.
- 3.2.5 To the Aggrieved Employees for the Non-Wage Payment: the Non-Wage Payment of \$1,500,000.
- 3.2.5.1 The Administrator will calculate each Aggrieved Employee's pro rata share of the Non-Wage Payment by (a) dividing \$1,500,000 by the total number of Liability Period Pay Periods worked by all Aggrieved Employees during the Liability Period, and (b) multiplying the result by each Aggrieved Employee's Liability Period Pay Periods.
- 3.2.5.2 The Administrator will report Non-Wage Payment on IRS 1099 Forms issued for each of the Aggrieved Employees.
- 3.2.6 In addition to the above Aggrieved Employee payments, for those employees designated H-2A Employees the Administrator will calculate for the H-2A Employee Payment:
- 3.2.6.1 The Administrator will calculate each H-2A Employee's pro rata share of the H-2A Employee Payment by

(a) dividing \$1,500,000 by the total number of Liability Period Pay Periods worked by all H-2A Employees during the Liability Period, and (b) multiplying the result by each H-2A Employee's Liability Period Pay Periods.

3.2.7 To the LWDA and Aggrieved Employees for PAGA Penalties: PAGA Penalties in the amount of at least \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (at least \$75,000.00) allocated to the LWDA PAGA Payment and 25% (at least \$25,000.00) allocated to the Individual PAGA Payments.

3.2.7.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (at least \$25,000.00) by the total number of Liability Period Pay Periods worked by all Aggrieved Employees during the Liability Period, and (b) multiplying the result by each Aggrieved Employee's Liability Period Pay Periods.

3.2.7.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

IV. Settlement Funding and Payments

- 4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 10,428 Aggrieved Employees who worked a total 317,472 Pay Periods.
- 4.2 Aggrieved Employee Data. Within fifteen (15) days of the Approval Order, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet (.xlsx), comma separated value (.csv) or other machine-readable format acceptable to the Administrator. To protect the Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Plaintiffs' Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than

fourteen (14) days after the Effective Date. Upon payment in full of the Gross Settlement Amount, including any additional amount owed under Paragraph 8 below, all Actions shall be administratively closed and this Settlement Agreement and Consent Order issued as a final order of the Court.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will issue an electronic notice to all Aggrieved Employees whose Aggrieved Employee Data includes electronic contact information (telephone, WhatsApp, Facebook Messenger or email) and a mailed notice to all Aggrieved Employees whose Aggrieved Employee Data does not include alternative contact information. The notices shall be approved by the Court as part of the motion to approve this Settlement Agreement. The electronic notice shall inform Aggrieved Employees of the availability of the Settlement funds and the option of electronic payment. Within 28 days the Administrator shall begin payment to the Aggrieved Employees for all Individual PAGA Payments, the LWDA PAGA Payment, the Wage Payments, the Non-Wage Payments, the H-2A Employees Payments, the Administration Expenses Payment, the Plaintiffs' Counsel Fees Payment, the Plaintiffs' Counsel Litigation Expenses Payment, and the Individual Plaintiff Claim Payments.

4.4.1 The Administrator will issue payments for the Individual PAGA Payments, Wage Payments, Non-Wage Payments, and H-2A Employee Payments and send them to the Aggrieved Employees using the best available payment option for all payments—for individuals whose permanent address is in a foreign country the Administrator shall use electronic payments, including bank transfers, and the administrator shall use check or electronic payment for employees with a permanent U.S. address. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator will also void any check and issue an alternative electronic payment to any Aggrieved Employees who requests electronic payment during the 180-day check validity period. The Administrator shall promptly re-issue payment in electronic or

check format to any Aggrieved Employee whose original payment was not received prior to the void date.

4.4.3 For any Employee or Aggrieved Employee whose Individual PAGA Payment, Individual Wage Payment, Individual Non-Wage Payment, or H-2A Employee Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Industrial Relations Unpaid Wage Fund pursuant to Labor Code section 96.7.

4.4.4 The payment of Individual PAGA Payments, Wage Payments, Non-Wage Payments, or H-2A Employee Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Employee or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

V. Releases of Claims

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs will release claims against all Released Parties as follows:

- 5.1 Release by Plaintiff Guzman: Plaintiff Guzman and Plaintiff's representatives, agents, attorneys, heirs, administrators, successors, and assigns from all claims that were pled or could have been pled based on the factual allegations in the operative complaints in the Actions filed by Cisneros, Crowley, Guzman, Rodales and Wood, that occurred during the Liability Period, that were alleged based on the facts contained in the Actions and the PAGA Notices ("Plaintiffs' Release"). Plaintiff Guzman's Release does not extend to any employment pursuant to payroll prepared by an entity other than Alco Harvesting, nor to any claims that arose outside the Liability Period or for intentional torts based on factual allegations outside of those made in the operative complaints.
- 5.2 Plaintiffs Cisneros, Crowley, Rodales, and Wood, (on behalf of themselves and her spouses, heirs, executors, administrators, trustees, and/or permitted assigns) also agrees to a general release of any and all claims against the Released Parties—which shall include without limitation any and all claims which in any way relate to her employment with Defendants or cessation thereof, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or not, including but not limited to any claims under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, the California Fair Employment and Housing Act, Age Discrimination in Employment Act of 1967, the California Private Attorney General Act, California Labor Code, or any Industrial Welfare Commission Wage Order—known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, have existed, upon any theory of law or equity now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time

to the date of execution hereof (“Plaintiffs’ Cisneros, Crowley, Rodales, and Wood’s Released Claims”).

- 5.3 Waiver of Civil Code section 1542. Plaintiffs Cisneros, Crowley, Rodales, and Wood expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of the claims released herein, Plaintiffs (including the Covered Employees with respect to the Released Claims only) expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all claims released herein which Plaintiff does not know or suspects to exist in her favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such claims. Neither Plaintiff nor the Covered Employees are releasing their respective claims or vested rights to any Employee Stock Option Plan (“ESOP”) or similar plan as a result of employment with Defendant. Plaintiffs Cisneros, Crowley, Rodales, and Wood may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of Plaintiff’s Released Claims and , but Plaintiffs, upon the Effective Date, shall be deemed to have fully, finally, and forever settled and released any and all of Plaintiff’s Released Claims, known or unknown. Plaintiffs shall not be permitted to seek any further payment or any personal relief of any kind, including any payment for damages, wages, fees, costs, penalties, or interest, other than the consideration Plaintiff is receiving under this Joint Stipulation of Settlement, on account of Plaintiffs Released Claims.
- 5.4 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged based on the facts stated in the operative complaints and PAGA Notices asserted in the Actions for work compensated by paystubs issued by Defendant Alco Harvesting, LLC. With the exception of Plaintiffs Cisneros, Crowley, Guzman, Rodales, and Wood, this Agreement does not release any of the Aggrieved Employees’ non-PAGA claims, nor claims for employment under separate paystub employers other than Defendant Alco Harvesting, LLC.
- 5.5 Release by the Labor Commissioner. The Labor Commissioner generally releases Released Parties from all liability for any and all Labor Code and IWC Wage Order 14 violations and penalties for the time period at issue in her Complaint or investigation into Defendants, on the facts stated in the operative complaint in the Labor Commissioner’s Action.

VI. Motion or Application for Approval of Settlement

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 **Plaintiffs' Responsibilities.** At least 7 days before filing a motion to approve this Agreement with the Court, PAGA Counsel will prepare and deliver to Defense Counsel for review all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (s)(2), including **(i)** a draft motion and proposed Order Granting Approval of PAGA Settlement; **(ii)** a draft ("Notice to Aggrieved Employees"); **(iii)** a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, Plaintiffs' Counsel or Defense Counsel; and **(iv)** a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the operative complaints in each Action (Labor Code section 2699, subd. (s)(1)), and this Agreement (Labor Code section 2699, subd. (s)(2)).
- 6.2 **Responsibilities of Plaintiffs' Counsel.** PAGA Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. The Parties will use best efforts to obtain a hearing date for approval of this Settlement on or before the next-calendared case management conference, currently set for August 26, 2025. Plaintiffs' Counsel are responsible for delivering the Court's Approval Order to the Administrator.
- 6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiffs' Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiffs' Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

VII. Settlement Administration

- 7.1 **Selection of Administrator.** The Parties have jointly selected the Settlement Administrator to serve as the Administrator and verified that, as a condition of appointment, the Settlement Administrator agrees to be bound by this Agreement

and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.3 **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

VIII. Employee Size Estimates and Escalator Clause

Based on its records, Defendants estimate and represent that, as of July 30, 2025 there are approximately 10,428 Aggrieved Employees who worked approximately 317,472 Pay Periods. If the verified number of Pay Periods increases by more than 10%, the Gross Settlement Amount would escalate proportionally. By way of example, if the Pay Periods increased by 11%, the Gross Settlement Amount would increase 1%. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the PAGA Penalties and Plaintiffs’ Counsel Fees Payment will increase proportionally.

IX. Continuing Jurisdiction of the Court

The Parties agree that, after entry of the Approval Order, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Approval Order, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law. This Agreement is enforceable under California Code of Civil Procedure § 664.6 and the Court shall retain jurisdiction pursuant to Code of Civil Procedure § 664.6 to enforce the terms herein.

- 9.1 **Waiver of Right to Appeal.** Provided the Approval Order is consistent with the terms and conditions of this Agreement, specifically including the Plaintiffs’ Counsel Fees Payment and Plaintiffs’ Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Approval Order, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Approval Order becomes final, except as to matters that do not affect the amount of the PAGA Penalties.

X. Non-Monetary Terms

- 10.1 **Labor Commissioner’s Office**

- 10.1.1 Defendants agree that the housing of H-2A employees constitutes a place of labor pursuant to Labor Code § 90, and Alco Harvesting LLC consents to the Labor Commissioner's Office having free access to that housing and all places of labor consistent with Labor Code § 90 and for no other purpose.
- 10.1.2 Defendants will post notices and confirm with LCO their posting of notices in H-2A housing and on field equipment including transportation buses, summarizing workers' rights under paid sick leave, minimum wage and travel time law. The DIR's current "Supplemental Notice to Employee: California Rights and Protections for H-2A Agricultural Workers" shall be sufficient for this purpose. This notice should be available in Spanish and English. Defendants also agree to provide in-house one hour of manager/supervisor training regarding wage and hour requirements. The record of such training shall be provided to the Labor Commissioner's Office by no later than sixty (60) days after entry of the Approval Order.
- 10.1.3 The Labor Commissioner's Office and Alco Harvesting LLC shall arrange for a mutually agreeable date and time after the Approval Order for a joint press conference with the Labor Commissioner's Office and a representative from Alco. The location of the joint press conference can be on site in Santa Maria in one of the fields where workers are present or at another mutually agreeable site, such as the courthouse. All Plaintiffs may also be present. If the Conference is hosted on site or in a field, Alco shall receive a list of the Plaintiffs that will attend before the conference so it may coordinate sufficient room and seating.
- 10.1.4 No later than January 31, 2026, Alco Harvesting LLC will provide verification to the Labor Commissioner's Office of all required notices provided to California non-exempt workers under Labor Code section 2810.5 who worked at any time during calendar year 2025.
- 10.1.5 For 5 years after the Effective Date, in addition to what is required by statute, Defendants' notices under Labor Code section 2810.5 to California non-exempt employees will state that paid sick leave can be used for the employee's own sickness, preventive care or diagnosis, medical appointments, the care of immediate family members, responding to domestic violence-related issues, for those workers who work outside it can be used to avoid smoke, heat, or flooding conditions created by a local or state emergency, including if an employee's worksite is closed because of said conditions, if they or a family member are a victim of a crime, for the purposes described in paragraph (3) of subdivision (a), or

subdivision (b), of Section 12945.8 of the Government Code, and that employees can see what paid sick leave they have available at any time on their most recent itemized wage statement (or a separate writing if that is how Defendants provide this information).

10.2 Plaintiff Guzman

10.2.1 Defendants agree to extend an offer of rehire to Plaintiff Guzman for a contract term of at least six months starting on or after November 1, 2025, under the terms of an H-2A job order within 24 months following the entry of this order. Defendants shall submit a job order for H-2A workers and shall use their best efforts to obtain approval for an appropriate job order to satisfy this term. Guzman will be offered an employment position with pay equal to other H-2A workers and with the type of position in which Alco Harvesting LLC previously employed him. Defendants shall petition for an employment-based visa for Plaintiff Guzman under the H-2A visa program or such successor program as may exist at the time of the petition. Defendants shall also list Plaintiff Guzman on the USCIS I-129 visa form, or such successor form as may exist, as a visa recipient so that Plaintiff Guzman may be issued a visa by the U.S. Consulate in Mexico. The date of any required visa interview shall be provided to Plaintiffs' counsel at least 14 days in advance of the visa interview.

10.2.2 The offer will be made after Approval of Settlement is granted by the Court. Plaintiff Guzman understands and agrees he will be required to complete visa paperwork with a visa facilitator, who may be an Alco Employee, to be designated and paid for by Defendant Alco. Plaintiff Guzman will likely need to participate in an interview at the U.S. Consulate. Alco cannot guarantee Plaintiff Guzman will receive a visa from the U.S. Government but will use its best efforts to apply for H-2A labor certification and reserve a visa spot for Plaintiff Guzman to facilitate a visa on Guzman's behalf, within the regulatory framework of the H-2A program or its successor. Alco shall inform Plaintiff Guzman's counsel of the time, date, and location of Plaintiff's Consular interview. The parties agree to meet and confer during the pendency of government approval of the H-2A contract regarding Consular location and estimated need for Plaintiff's arrival at the Consulate.

XI. Additional Provisions

11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement. Nothing in this

Agreement is intended or should be construed as an admission by Defendants. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.3 Attorney Authorization. Plaintiffs' Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.6 No Tax Advice. Neither Plaintiffs, Plaintiffs' Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 11.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.11 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.12 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.13 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.14 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

APPROVAL AND EXECUTION BY PARTIES


PLAINTIFFS:

Dated: 8/26/2025

Signed by:

5E498954ACAE436
 LAURA FRUTOS RODALES
 Plaintiff and Private Attorney General

Dated: 9/5/2025

Signed by:

893666ED008E436
 JESUS GUZMAN
 Plaintiff and Private Attorney General

Dated: _____

EDGAR CISNEROS
Plaintiff and Private Attorney General


Dated: _____

PATRICK CROWLEY
Plaintiff and Private Attorney General

Dated: _____

STANTON WOOD
Plaintiff and Private Attorney General

Dated: 9-5-2025

STATE OF CALIFORNIA
By: Daniel Yu 
Title: Assistant Chief

DEFENDANTS:

Dated: Sep 19, 2025

ALCO HARVESTING LLC
BETTERAVIA FARMS LLC
BETTERAVIA INVESTMENTS LLC,
erroneously sued herein as BETTERAVIA
INVESTMENT LLC
BONITA PACKING CO.
GRUBSTAKE INVESTMENTS LLC
RANCHO HARVEST, INC.
JESUS MANRIQUEZ
ALAIN PINCOT
ROBERT M. FERINI
MITCHELL D. ARDANTZ
CRAIG A. READ
JEREMY M. MACKENZIE


Jeremy MacKenzie
Jeremy MacKenzie (Sep 19, 2025 14:01:35 PDT)
By: Jeremy MacKenzie
Title: President

Dated: _____

EDGAR CISNEROS
Plaintiff and Private Attorney General

08 / 29 / 2025

Dated: _____



PATRICK CROWLEY
Plaintiff and Private Attorney General

Dated: _____

STANTON WOOD
Plaintiff and Private Attorney General

Dated: _____

STATE OF CALIFORNIA

By: _____

Title: _____

DEFENDANTS:

Dated: _____

ALCO HARVESTING LLC
BETTERAVIA FARMS LLC
BETTERAVIA INVESTMENTS LLC,
erroneously sued herein as BETTERAVIA
INVESTMENT LLC
BONITA PACKING CO.
GRUBSTAKE INVESTMENTS LLC
RANCHO HARVEST, INC.
JESUS MANRIQUEZ
ALAIN PINCOT
ROBERT M. FERINI
MITCHELL D. ARDANTZ
CRAIG A. READ
JEREMY M. MACKENZIE

By: _____

Title: _____

Dated: _____

EDGAR CISNEROS
Plaintiff and Private Attorney General

Dated: _____

PATRICK CROWLEY
Plaintiff and Private Attorney General

Dated: 08 / 31 / 2025



STANTON WOOD
Plaintiff and Private Attorney General

Dated: _____

STATE OF CALIFORNIA

By: _____

Title: _____

DEFENDANTS:

Dated: _____

ALCO HARVESTING LLC
BETTERAVIA FARMS LLC
BETTERAVIA INVESTMENTS LLC,
erroneously sued herein as BETTERAVIA
INVESTMENT LLC
BONITA PACKING CO.
GRUBSTAKE INVESTMENTS LLC
RANCHO HARVEST, INC.
JESUS MANRIQUEZ
ALAIN PINCOT
ROBERT M. FERINI
MITCHELL D. ARDANTZ
CRAIG A. READ
JEREMY M. MACKENZIE

By: _____

Title: _____

Dated: 08 / 26 / 2025 _____

Edgar Cisneros

EDGAR CISNEROS
Plaintiff and Private Attorney General

Dated: _____

PATRICK CROWLEY
Plaintiff and Private Attorney General

Dated: _____

STANTON WOOD
Plaintiff and Private Attorney General

Dated: _____

STATE OF CALIFORNIA

By: _____

Title: _____

DEFENDANTS:

Dated: _____

ALCO HARVESTING LLC
BETTERAVIA FARMS LLC
BETTERAVIA INVESTMENTS LLC,
erroneously sued herein as BETTERAVIA
INVESTMENT LLC
BONITA PACKING CO.
GRUBSTAKE INVESTMENTS LLC
RANCHO HARVEST, INC.
JESUS MANRIQUEZ
ALAIN PINCOT
ROBERT M. FERINI
MITCHELL D. ARDANTZ
CRAIG A. READ
JEREMY M. MACKENZIE

By: _____


Title: _____

APPROVED AS TO FORM BY COUNSEL

PLAINTIFFS' COUNSEL:

Dated: 9/5/2025

Division of Labor Standards Enforcement



Alec Segarich
Attorney for Plaintiff Lilia Garcia-Brower,
in her capacity as Labor Commissioner

Dated: 9/5/2025

California Rural Legal Assistance, Inc.

Signed by:


Corrie Meals
Attorneys for Plaintiffs

Dated: _____

Law Offices of Dawson Morton

Dawson Morton
Attorneys for Plaintiffs

Dated: _____

WorldWork Law Corp.

Ruben Escobedo
Attorneys for Plaintiffs

APPROVED AS TO FORM BY COUNSEL

PLAINTIFFS' COUNSEL:

Dated: _____

Division of Labor Standards Enforcement

Alec Segarich
Attorney for Plaintiff Lilia Garcia-Brower,
in her capacity as Labor Commissioner

Dated: _____

California Rural Legal Assistance, Inc.

Corrie Meals
Attorneys for Plaintiffs

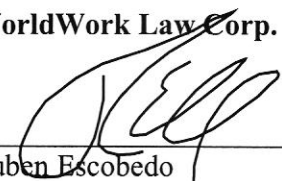
Dated: _____

Law Offices of Dawson Morton

Dawson Morton
Attorneys for Plaintiffs

Dated: 9/4/2025

WorldWork Law Corp.



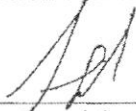
Ruben Escobedo
Attorneys for Plaintiffs

APPROVED AS TO FORM BY COUNSEL

PLAINTIFFS' COUNSEL:

Dated: 9/5/2025

Division of Labor Standards Enforcement



Alec Segarich
Attorney for Plaintiff Lilia Garcia-Brower,
in her capacity as Labor Commissioner

Dated: _____

California Rural Legal Assistance, Inc.

Corrie Meals
Attorneys for Plaintiffs

Dated: 9/5/2025

Law Offices of Dawson Morton



Dawson Morton
Attorneys for Plaintiffs


Dated: _____

WorldWork Law Corp.

Ruben Escobedo
Attorneys for Plaintiffs

Dated: 9/4/25

Lex Opus



Jeremy Rhyne
Attorneys for Plaintiffs

Dated: _____

Melmed Law Group P.C.

Meghan N. Higday
Attorneys for Plaintiffs

DEFENSE COUNSEL:

Dated: _____

Fisher Phillips, LLP

Alden Parker
Attorneys for Defendants

Dated: _____

Lex Opus

Jeremy Rhyne
Attorneys for Plaintiffs

Dated: 8/26/2025

Melmed Law Group P.C.

Meghan Higday

Meghan N. Higday
Attorneys for Plaintiffs

DEFENSE COUNSEL:

Dated: _____

Fisher Phillips, LLP

Alden Parker
Attorneys for Defendants