

**NOTICE OF CLASS ACTION SETTLEMENT**

*The Court has approved this Notice. This is not a solicitation from a lawyer. You are not being sued. This notice affects your rights. Please read it carefully.*

For more information, please visit the Settlement Website: [www.OlamSettlement.com](http://www.OlamSettlement.com).

**If you were employed at Olam West Coast, Inc.’s (“Olam” or “Defendant”) Fresno, Firebaugh, Hanford, Lemoore, Gilroy, and/or Williams locations in California in one or more positions which were classified as non-exempt and/or hourly non-exempt at any time during the period from July 7, 2011 to September 22, 2021 (“Class Members”), you may be eligible to receive payment from a proposed class action settlement.**

- A proposed class and collective action settlement (“**Settlement**”) has been reached in this case that resolves in one lawsuit, the claims initially filed in four lawsuits alleging that Olam violated the federal Fair Labor Standards Act and California wage-and-hour laws and thereby engaged in unfair business practices under the California Business and Professions Code. The litigation involves four separate actions (“**Settled Actions**”): *Thomas Beltran, et al. v. Olam West Coast, Inc.* filed in the Fresno County Superior Court, Case No. 15CECG02993 (“*Beltran Action*”); *Maria Claudia Obeso Cota v. Olam West Coast, Inc.* filed in Fresno County Superior Court, Case No. 16CECG00081; *Alexander Solorio v. Olam West Coast, Inc.* filed in Fresno County Superior Court, Case No. 16CECG00513; and *Juan Rivera, et al. v. Olam West Coast, Inc.*, filed in Santa Clara Superior Court, Case No. 16CV300758. On April 11, 2018 a Third Amended Class Action Complaint for Damages & Enforcement Under the California Labor Code § 2698, Et Seq. (“**Third Amended Complaint**”), consolidating the plaintiffs and allegations in the Settled Actions into one case, was filed in the *Beltran Action*. The settlement reached between the parties in the Settled Actions, to resolve the Settled Actions and Released Claims, is the subject of this notice.
- The *Beltran Action* was removed to Federal Court as *Thomas Beltran, et al. v. Olam Spices and Vegetables, Inc.*, Eastern District of California, Fresno Division, Case No. 1:18-cv-01676-JLT-SAB.
- Defendant denies that it did anything wrong and argues that it has complied with all employment laws. Defendant entered into this Settlement only to resolve the Settled Actions.

Honorable Judge Dale A. Drozd of the United States District Court for the Eastern District of California (“Court”) has preliminarily approved the Settlement. However, payments will not be distributed unless the Court grants final approval of the Settlement and then only in the manner and amount as provided for in the Settlement as finally approved.

**This Notice discusses the Class Settlement. You are also being provided with a separate notice about the FLSA Settlement. It is important to read both notices.**

**1. If I decide to participate in the Class Settlement and want to receive payment under the Class Settlement, what must I do?**

You do not have to do anything to receive payment for the Class Settlement. All Class Members will automatically be included in the Class Settlement as long as they do not affirmatively “opt out” of the Class Settlement.

**2. Why did I get this Notice of Class Action Settlement?**

Olam West Coast, Inc.’s records show you are or were employed at its Fresno, Firebaugh, Hanford, Lemoore, Gilroy, and/or Williams locations in California in one or more positions which were classified as non-exempt and/or hourly non-exempt at some time during the period from July 7, 2011 to September 22, 2021 (“**Settled Period**”) and are thus a Class Member.

The Settlement was preliminarily approved in the lawsuit pending in the United States District Court for the Eastern District of California, Fresno Division, entitled *Thomas Beltran, et al. v. Olam Spices and Vegetables, Inc.*, Case No. 1:18-cv-01676-JLT - SAB. The plaintiffs are Thomas Beltran, Mario Martinez, Maria Claudia Obeso Cota, Alexander Solorio, and Juan Rivera (collectively, “**Plaintiffs**”). The magistrate judge in the case is the Honorable Stanley A. Boone and there is no assigned district court judge.

The lawsuit alleges, among other things, that defendant Olam West Coast, Inc. violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to pay wages for all time worked, failing to pay minimum and overtime wages in the amount required by law, failing to provide meal or rest periods as required by law, not paying final wages in a timely manner

upon the end of employment, not paying all wages due during employment, not providing accurate itemized wage payment statements, not maintaining adequate payroll records, and not reimbursing all business expenses incurred, and that Olam thereby engaged in conduct constituting unfair business practices under California Business and Professions Code section 17200 *et seq.* and conduct that gives rise to civil penalties recoverable under the California Labor Code Private Attorneys General Act (“PAGA”).

In the lawsuit Plaintiffs are pursuing class claims on behalf of the Class Members. In a class action, one or more persons who are identified as the plaintiffs file the case on behalf of themselves and other employees or former employees who have similar claims. All of these employees and former employees together make up the class and are class members for whose benefit the class action is brought. When a class is certified by the court in the class action, the court will resolve the issues for all class members except for those who exclude themselves from the class.

### 3. What is the Class Settlement?

“Class Settlement” means the settlement and resolution of the Released Class Claims, which will be binding on all Participating Class Members. (See Question # 7 for more information).

Those Class Members who do not submit valid and timely Requests for Exclusion (collectively, “Settlement Class” and individually, “Participating Class Member(s)”) will be bound by the Class Settlement. (See Question #9, for more information).

### 4. Why is there a Settlement?

After the exchange of relevant information and evidence, the parties attended private mediation to attempt to informally resolve the cases. The parties participated in mediation with mediator Hon. Edward Infante, Ret., a retired federal magistrate judge. The parties were eventually able to negotiate a settlement of the cases.

The Settlement has been modified after further discussions and the present Settlement is set forth in the Fourth Amended Class Action and Collective Action Settlement and Release Agreement (“**Settlement**” or “**Settlement Agreement**”).

The Settlement does not mean that Olam has agreed it did anything wrong. Olam has denied, and continues to deny, the factual and legal allegations in the cases and believes that it has complied with the law. By agreeing to settle, Olam is not admitting liability on any of the factual allegations or claims in the cases. Olam has agreed to settle the cases as part of a compromise with Plaintiffs.

The Class Representatives and their lawyers (“**Class Counsel**”) have investigated and researched the facts and circumstances underlying the issues raised in the cases and the applicable law, and while Class Counsel believe that the claims alleged in the lawsuits have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement and further believe, based on the foregoing, that the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members. In reaching settlement, the parties have considered, among other factors, the costs and risks involved in going all the way to trial.

## THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE

### 5. What are the Settlement terms?

Plaintiffs and Olam have agreed to resolve the Settled Actions and Released Class Claims (see Question #7, below). As a part of the Settlement, which includes both the Class Settlement and FLSA Settlement (described in a separate notice), Olam has agreed to pay the amount of \$4,500,000 (“**Total Settlement Amount**”). The following amounts will be paid from the Total Settlement Amount, subject to approval by the Court: (1) the amount of \$33,500.00 to Plaintiffs for their services as the Class Representatives (“**Class Representative Incentive Awards**”); (2) the amount of up to \$1,575,000 in attorneys' fees and the amount of up to \$65,000 in litigation costs and expenses to Class Counsel (“**Attorneys' Fees and Costs**”); (3) the amount of \$112,500.00 to the California Labor and Workforce Development Agency (“**LWDA**”) for the LWDA's 75% portion of the amount allocated to PAGA penalties (the total amount allocated toward PAGA penalties is \$150,000); (4) reasonable Settlement Administrator's fees and expenses, which are currently estimated not to exceed \$78,187 (“**Settlement Administration Costs**”); and (5) employer's share of payroll taxes and contributions with respect to the Wage Portion, which are estimated to be between \$117,000 to \$168,000 (with the final amount depending on the final amount available for distribution to the Class and applicable tax rates)(“**Employer Taxes**”).

The Total Settlement Amount minus the Class Representative Incentive Awards, Attorneys' Fees and Costs, the payment to the LWDA, the Settlement Administration Costs, and the Employer Taxes is referred to as the “**Net Settlement Fund**”. Seventy-five percent (75%) of the Net Settlement Fund will be allocated the Class Settlement (“**Net Class Settlement Fund**”) and twenty-five percent (25%) of the Net Settlement Fund will be allocated to the FLSA Settlement (“**Net FLSA Settlement Fund**”).

## 6. How much money will I get if I participate in the Class Settlement?

Each Class Member who does not “opt out” of the Class Settlement by filing a valid and timely Request for Exclusion (“**Participating Class Member**”) is entitled to payment of a share of the Net Class Settlement Fund (“**Non-FLSA Payment**”) based on their number weeks of employment by Defendant in a Covered Position at any time during the period from July 7, 2011 to September 22, 2021 (“**Workweeks**”). Settlement payments are to be calculated and distributed as follows:

- a. The Settlement Administrator will calculate the total number of Workweeks worked by each Participating Class Member (“**Individual Workweeks**”) and the total number of Workweeks worked by all Participating Class Members (“**Class Workweeks**”) during the Settled Period.
- b. To determine each Participating Class Member's Non-FLSA Payment, the Settlement Administrator will use the following formula:  
$$\text{Non-FLSA Payment} = (\text{Individual Workweeks} \div \text{Class Workweeks}) \times (\text{Net Class Settlement Fund}).$$
- c. The entire Net Class Settlement Fund will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Non-FLSA Payment for each Participating Class Member according to their Individual Workweeks, so that 100% of the Net Class Settlement Fund is distributed.

According to Olam’s records, you worked a total of «MERGED\_ClassWW» Workweeks. Your gross share of the Net Class Settlement Fund is estimated to be approximately \$«MERGED\_ClassAmnt\_CALC».

If you believe the number of Workweeks credited to you above is incorrect, you may submit a written dispute to the Settlement Administrator. All disputes must be postmarked on or before October 11, 2022. The written dispute must: (1) contain a clear statement indicating that you wish to dispute or challenge the Workweeks credited in this Notice; (2) contain your name, address, and the last four digits of your Social Security number and/or employee identification number; (3) be signed by you; (4) attach any supporting documentation you wish to rely upon; and (5) be mailed (to the address listed in connection with Question #9 below) or faxed (to the fax number listed in connection with Question #9 below) to the Settlement Administrator so that it is postmarked or fax-stamped on or before October 11, 2022. Olam's records are presumed to be correct, unless a Class Member proves otherwise with documentary evidence.

Each Participating Class Member’s share of the Net Class Settlement Fund will be allocated as thirty- four percent (34%) as wages (“**Wage Portion**”) for which IRS Form W-2 will be issued; and sixty-six (66%) as penalties, interest, consideration for the waiver of rights and benefits conferred by California Civil Code Section 1542, and non-wage damages (“**Non-Wage Portion**”) for which IRS Form 1099-MISC will be issued. Each Participating Class Member’s share of the Net Class Settlement Fund will be paid subject to reduction for all employee’s share of taxes and withholding with respect to the Wage Portion. The Employer Taxes will be paid from the Total Settlement Amount. IRS Forms W-2 and 1099 will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the Class Settlement. Participating Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Class Settlement.

The other notice about the FLSA Settlement will tell you how much money you may be eligible to receive if you opt-in to the FLSA Settlement. The payment available under the FLSA Settlement is referred to as a “FLSA Payment.” Together, the FLSA Payment and Non-FLSA Payment are referred to as “Individual Settlement Payment.” Individuals Settlement Payments will be issued by way of check.

This Non-FLSA Payment check relates only to the Class Settlement. You will potentially receive a second check if you are also a member of the FLSA Settlement mentioned above which is explained in the Notice of FLSA Settlement. You will receive a Notice of FLSA Settlement if you are a potential member of the proposed collective.

## 7. What will I give up if I participate in the Class Settlement?

If you participate in the Class Settlement (i.e., if you do not submit a valid and timely Request for Exclusion) you will give up your right to make claims against Defendant and all Released Parties with regard to the Released Class Claims.

“Released Class Claims” are defined as follows:

All wage and hour claims, rights, demands, liabilities and causes of action of every nature and description, known and unknown, that were plead or could have been plead based on the factual allegations in the Third Amended Complaint, from July 7, 2011 through September 22, 2021, including, without limitation, any statutory, constitutional, contractual or common law claims for wages (including minimum wage, overtime, and premium wages, and for any failure to pay overtime based on the regular rate of pay), damages, business expenses, or penalties (including waiting time penalties), liquidated damages, punitive damages, interest, restitution, equitable relief, or any other relief, based on any and all applicable statutes, other than the Fair Labor Standards Act, including without limitation, the California Labor Code, the California Industrial Welfare Commission wage

orders, Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”), California Business and Professions Code § 17200, *et seq.*, or other law, including, but not limited to, claims based on the following categories of allegations during the Settled Period: (a) all claims for unpaid overtime; (b) all claims for meal and rest period violations; (c) all claims for unpaid minimum wages; (d) all claims for untimely payment of wages upon termination; (e) all claims for untimely payment of wages during employment; (f) all claims for failure to pay wages; (g) all claims for failure to provide accurate or otherwise proper itemized wage statements; (h) all claims for failure to keep complete and accurate payroll records; (i) all claims for failure to reimburse necessary business-related expenses and costs; (j) all claims asserted, or which could have been asserted, under PAGA arising out of the aforementioned claims; (k) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the aforementioned claims; and (l) all other claims for penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief, or additional damages that allegedly arise out of the aforementioned claims.

With respect to the Released Class Claims, and for additional consideration that is a part of the Non-FLSA Payment, you will be deemed to release and waive any and all rights and benefits conferred upon you by California Civil Code Section 1542, which provides as follows:

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.

“Released Parties” means, with regard to the Released Class Claims, Defendant and any of its former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, joint ventures and assigns, as well as all past and present officers, directors, employees, partners, members, principals, shareholders, agents, attorneys, insurers, co-insurers, reinsurers, and any other successors, assigns, or personal or legal representatives, if any.

**YOU DO NOT RELEASE THE FLSA RELEASED CLAIMS UNLESS YOU opt-in to the FLSA Settlement which is discussed in the FLSA Notice.**

If you choose to opt out of the Class Settlement, you will **not** receive a payment from the Class Settlement, but you keep all your rights to sue Defendant for the Released Class Claims. The only way for you to retain your rights to sue Defendant for the Released Class Claims in this case is to send a timely and valid Request for Exclusion to the Settlement Administrator postmarked no later than October 11, 2022 (see Question #9, below).

#### **HOW TO GET A PAYMENT OR EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT**

##### **8. How and when will I get a payment?**

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on January 23, 2023 at 10:00 a.m. in Courtroom 9 of the Court (see Question #15, below). You are not required to attend the hearing. If the Settlement is approved by the Court, and there are no appeals of such approval, your Individual Settlement Payment will be sent to the address where you received this Notice. If you would like to change the address where your Individual Settlement Payment will be mailed, please contact the Settlement Administrator whose name and address appear at Question #9, below. If after the Court grants approval of the Settlement, an appeal or other challenge to the approval is filed, you will not be sent your Individual Settlement Payment until that appeal or challenge is concluded.

**If you have questions with regard to when the checks will be mailed, please contact the Settlement Administrator.**

##### **9. How do I exclude myself from the Class Settlement?**

If you do not wish to participate in the Class Settlement, you may exclude by submitting a written request to the Settlement Administrator either in the form of a letter in compliance with the requirements set forth herein or by completing and returning the Request for Exclusion Form that has been provided with this Notice (either method is referred to as a “Request for Exclusion”). The written letter must: (1) contain a clear statement indicating that the Class Member wishes to exclude him or herself from the Class Settlement; (2) contain your name and the last four digits of your Social Security number and/or employee identification number; (3) be signed by you; and (4) be mailed (to the address listed immediately below) or faxed (to the fax number listed immediately below) to the Settlement Administrator so that it is postmarked or fax-stamped on or before October 11, 2022:

*Beltran et al v. Olam Spices and Vegetables, Inc.*  
c/o Settlement Administrator  
P.O. Box 26170, Santa Ana, CA 92799  
Fax Number: (714) 824-8591  
Website: [www.OlamSettlement.com](http://www.OlamSettlement.com)

For your convenience, included with this Notice is a Request for Exclusion Form that you may use to submit a request to be excluded from the Class Settlement (instead of submitting a separate written letter).

All Requests for Exclusion must be postmarked or faxed not later than October 11, 2022. If you submit a Request for Exclusion which is not postmarked or faxed by October 11, 2022, your Request for Exclusion will be rejected, and you will be included in the Class Settlement.

#### **10. If I exclude myself, can I get anything from the Class Settlement?**

If you choose to be excluded from the Class Settlement, you will not be a Participating Class Member, and you will be barred from participating in the Class Settlement and will not receive a Non-FLSA Payment from the Class Settlement. You will also be barred from filing an objection to the Class Settlement (see Questions #11 and #12). Also, you will **not** be deemed to have released the Released Class Claims.

You may still participate in the FLSA Settlement if you so choose (see FLSA Notice).

### **OBJECTING TO THE CLASS SETTLEMENT**

#### **11. How do I object to the Class Settlement?**

If you wish to object to the Class Settlement because you find it unfair or unreasonable, you must submit an objection to the Court and the Settlement Administrator stating why you object to the Class Settlement. Your objection must provide: (1) the case name, Court, and number of the *Beltran* Action (*Thomas Beltran, et al. v. Olam Spices and Vegetables, Inc.*, United States District Court, Eastern District of California, Fresno Division, Case No. 1:18-cv-01676-JLT-SAB); your full name; (2) your dates of employment; (3) the last four digits of your Social Security number and/or employee identification number; (4) the basis for your objection; (5) a statement about whether you intend to appear at the Final Approval Hearing; and (6) be mailed (to the address listed in connection with Question #9 below) or faxed (to the fax number listed in connection with Question #9 below) to the Settlement Administrator, so that it is postmarked or fax-stamped on or before October 11, 2022, and filed with the Office of the Clerk of the Court (at the address listed below in connection with Question #17) not later than October 11, 2022.

Late objections will not be considered and those who submit late objections will be deemed not to have objected. By submitting an objection, you are not excluding yourself from the Class Settlement. Please note that you cannot both object to the Class Settlement and exclude yourself from the Class Settlement. You can choose one of those options only.

You may also, if you wish, appear at the Final Approval Hearing (see Questions #15 and #16) and discuss your objection regarding the Class Settlement with the Court and the parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose to object to the Class Settlement, you will still be entitled to a Non-FLSA Payment and will be deemed to have released the Released Class Claims.

#### **12. What is the difference between objecting and opting out?**

Objecting is informing the Court that you disagree with something in the Class Settlement. If you wish to object to the Class Settlement, you must not opt out of the Class Settlement. "Opting out" means that you are excluding yourself from the Class Settlement and informing the Court that you do not want to be part of the Class Settlement. If you exclude yourself, "opt out," you will not be able to object to the Class Settlement and will not receive any Non-FLSA Payment for the Class Settlement.

### **THE LAWYERS IN THIS CASE**

#### **13. Do I have a lawyer in this case?**

The lawyers that have been appointed to serve as counsel for the Class ("Class Counsel") are:

Edwin Awaizian, Esq.  
Arby Aiwazian, Esq.  
Joanna Ghosh, Esq.  
Lawyers for Justice, PC  
410 Arden Ave., Suite 203  
Glendale, California 91203  
Phone: (818) 265-1020  
Fax: (818) 265-1021

All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

#### **14. Who are the lawyers representing Olam?**

The following lawyers represent Olam West Coast, Inc. in this case:

Susan K. Hatmaker  
Hatmaker Law Group, PC  
7522 N. Colonial Ave., Suite 105  
Fresno, CA 93711

### **THE FINAL APPROVAL HEARING**

#### **15. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing to decide whether to approve the Settlement on January 23, 2023 at 10:00 a.m., in Courtroom 9 of the Robert E. Coyle Federal Courthouse located at 2500 Tulare Street, Fresno, CA 93721. The Final Approval Hearing may be moved to a different date and/or time without further notice.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If you have filed a timely objection to the Class Settlement (see Question #11), the Court will consider it and you may choose to speak in support of your objection to the Class Settlement at the Final Approval Hearing. The Court will also decide how much to award for Attorneys' Fees and Costs, Class Representative Incentive Awards, and Settlement Administration Costs. The Court may make its decisions at the time of the Final Approval Hearing or at a later time. We do not know how long the Court will take to provide a decision.

#### **16. Do I have to come to the Final Approval Hearing?**

No. Class Counsel and the lawyers for the Defendant will answer any questions the Court may have at the Final Approval Hearing. You are welcome to attend at your own expense if you would like to come. If you send in a complete and timely objection to the Class Settlement you are not required to attend to speak about it with the Court because the Court will consider all complete and timely written objections. You may, however, attend to speak about your objection to the Class Settlement or retain a lawyer to do so on your behalf, and at your expense, but you are not required to do so.

#### **17. How do I get more information?**

This Notice is only a summary of the case and the Settlement. For a more detailed statement of the matters involved in the cases and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the *Beltran* Action. You may review the Settlement Agreement and other court records by using Public Access to Court Electronic Records System ("PACER") (for a fee). You may also view these documents by visiting the following courthouse location which is also where filings with the Court (such as objections) by non-attorneys may be undertaken:

Office of the Clerk  
Robert E. Coyle Federal Courthouse  
2500 Tulare Street, Room 1501  
Fresno, CA 93721.

The Settlement Agreement may also be accessed at the following website: [www.OlamSettlement.com](http://www.OlamSettlement.com).

All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to the Settlement Administrator (see contact information listed in connection with Question #9) or Class Counsel (see contact information listed in connection with Question #13).

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OLAM, OR OLAM'S ATTORNEYS WITH INQUIRIES.**