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FILED

AUG 30 2024

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO
BY _____ DEPUTY

Bertram T. Kaufmann (SBN 149499)
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Attorneys for: Defendant LION RAISINS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO, CIVIL UNLIMITED DIVISION

JULIAN SANTANA, ADAM AMESCUA,)
individually, and on behalf of other)
aggrieved employees pursuant to the)
California Private Attorneys General Act;)
Plaintiff,)
v.)
LION RAISINS, INC., a California)
corporation; DOES 1 through 100 inclusive,)
Defendants.)

Case No. 19CECG01344

**STIPULATION OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT
OF 2004; [PROPOSED] ORDER**

Complaint Filed: April 22, 2019
FAC Filed: February 26, 2021
Trial Date: September 9, 2024

The Parties hereto, Plaintiff ADAM AMESCUA ("Plaintiff") as a proxy for the California Labor and Workforce Development Agency ("LWDA"), and Defendant LION RAISINS, INC., its agents, owners, insurers, employees, related entities, and assigns (Collectively "LION") and Does 1 through 100 and all entities listed in Plaintiff's letter to the LWDA, inclusive (collectively, ("Defendants")), by and through their respective counsel of record, hereby stipulate and agree as follows:

1 1. WHEREAS, on February 17, 2018, counsel for Plaintiff sent a letter to the
2 California Labor and Workforce Development Agency ("LWDA") and Defendants alleging
3 violations of, inter alia, Labor Code sections 201, 202, 203, 204, 226(a), 226.8, 226.7, 510, 512,
4 558, 1174, 1194, 1197, 1197.1, 1198, and 2802, alleged to have occurred during Plaintiff's
5 employment with Defendant on behalf of Plaintiff and other purportedly aggrieved employees
6 ("LWDA Letter").

7 2. WHEREAS, on April 22, 2019, Plaintiff filed this action alleging, a claim under
8 the Private Attorneys General Act Labor Code Section 2698 ("PAGA"), seeking to recover civil
9 penalties for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
10 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

11 3. WHEREAS, subsequent to the filing of the Complaint, the Parties have engaged
12 in informal and formal discovery through which Defendants have provided information regarding
13 the number of employees believed to have been affected by the alleged violations during the
14 relevant time period. The parties attended a mandatory settlement conference on August 30,
15 2024 which was preside over by Hon. Kristi Culver-Kapetan, and came to this Agreement stated
16 herein and hereafter. The total number of aggrieved employees potentially affected by the PAGA
17 Claims, as of the date of this order is 2500.

18 4. WHEREAS, Defendants deny all of Plaintiff's allegations, both on factual and
19 legal bases.

20 5. WHEREAS, the Parties engaged in settlement negotiations primarily through their
21 respective attorneys: Timothy Del Castillo of the Castle Law Group ("Aggrieved Employees'
22 Counsel") and Brian Whelan of the Whelan Law Group, all experienced litigators with
23 knowledge of employment law and the PAGA.

24 6. WHEREAS, the Parties have reached agreement on the terms of settlement
25 regarding the PAGA claims ("Agreement") (and also Plaintiff's individual claims, by way of a
26 separate, confidential settlement agreement).

27 7. WHEREAS, Labor Code section 2699(l) requires that the court review and
28 approve any proposed settlement agreement pursuant to PAGA.

1 8. WHEREAS, Plaintiff and Aggrieved Employees' Counsel concluded-after taking
2 into account the sharply disputed factual and legal issues involved in the Action, the risks
3 attending further prosecution, the discovery and investigation conducted to date, and the
4 substantial benefits received and to be received pursuant to the compromise and settlement of the
5 Action, the nature of the claimed violations and the wide discretion of the Court to reduce civil
6 penalties imposed-that settlement on the terms herein set forth is in the best interest of all
7 interested parties, including the LWDA, and that the settlement adequately serves the deterrent
8 purposes of the PAGA.

9 9. WHEREAS, Plaintiff and Aggrieved Employees' Counsel have balanced their
10 evaluation of the validity and strength of the asserted claims against the problems of proof and
11 the legal standards governing the claims alleged. Based on this evaluation, Aggrieved
12 Employees' Counsel believes that the settlement reached satisfies the public policies of PAGA to
13 punish past violations and deter future violations of the Labor Code.

14 10. WHEREAS, similarly, Defendants and Defendants' counsel concluded there were
15 benefits associated with settling. Although Defendants deny the various allegations and
16 challenges the validity of each of the causes of action in the Action, Defendants took into account
17 the sharply disputed factual and legal issues involved in the Action, the risk attending further
18 defense, the expense, time, and burden of protracted litigation, and the desire to put the
19 controversy to rest. Based on these factors, Defendants and Defendants' counsel agreed to this
20 settlement without any admission of fault or liability. Nothing in this Agreement, nor any action
21 taken in implementation thereof, nor any statements, discussions or communications, nor any
22 materials prepared, exchanged, issued, or used during the course of the negotiations leading to
23 this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute,
24 be introduced, be used or be admissible in any way in this case or any judicial, arbitral,
25 administrative, investigative, or other forum or proceeding as evidence of any violation of any
26 federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any
27 obligation or duty at law or in equity, against Defendants or any other Released Party (as defined
28 in below).

1 11. WHEREAS, the parties hereby agree to settle the PAGA claims at issue in the
2 Action ("the PAGA Settlement") for a total payment of \$800,000.00 and a dismissal with
3 prejudice of the PAGA claims in Plaintiff's operative complaint.

4 12. WHEREAS, the persons covered by the PAGA Settlement will be Plaintiff and all
5 other hourly employees of Defendants who worked for Defendants at any time between February
6 15, 2018 and the date of this order (the "Aggrieved Employees") within California. The time
7 period covered by the PAGA Settlement will be from February 15, 2018 through the date of this
8 order ("the PAGA Timeframe"). The Released Parties include Defendants, and any of their
9 respective locations, their parents, predecessors, successors, related companies, subsidiaries,
10 affiliates, partners, officers, directors, managers, servants, agents, employees, former employees,
11 future employees, future entities, trusts, employment agencies and professional employer
12 organizations, and their employees, officers, agents, representatives, attorneys, past or present,
13 insurers, stockholders, fiduciaries, and other service providers, and their successors and assigns,
14 and all persons acting under, by, through, or in concert with any of them (hereinafter collectively
15 referred to as the "Released Parties"). Upon the Effective Date (the date of this stipulated order),
16 each of the Aggrieved Employees, including Plaintiff in his individual capacity and on behalf of
17 the LWDA, hereby voluntarily and knowingly release and forever discharge any and all claims
18 that each of them may have either arising under the Labor Code, or based upon any violation of
19 the Labor Code occurring, at any time during the period from February 15, 2018 through the date
20 of this order.

21 13. This Stipulation of Settlement is intended to settle all of the PAGA claims raised
22 in the Complaint.

23 14. WHEREAS, the Parties agree not to use a Settlement Administrator, but instead
24 for Defendants to send all payments required under this Agreement.

25 15. WHEREAS, payment of any monies under this Agreement is condition upon the
26 Court approving this Stipulation and entering the attached Order.

27 16. WHEREAS, upon the condition precedent of paragraph 15, infra, within sixty
28 (60) days of said condition's occurrence, Defendants shall send the total sum of \$800,000.00 (the

"Gross PAGA Settlement Sum") to Aggrieved Employees as indicated herein. That payment shall be allocated as follows:

a. \$355,000.00 representing 35% of the Gross PAGA Settlement Sum as attorneys' fees and costs incurred for prosecution of the PAGA Claim to Castle Law Firm ("Aggrieved Employees' Counsel");

b. \$10,000.00 to Adam Amescua in consideration for his release of any and all claims known and unknown and for his participation as a lead Plaintiff in this Action.

c. \$435,000.00 representing the amount of the net PAGA settlement sum after the foregoing deduction is made (the "Net PAGA Settlement Sum"). The costs of administration and payment shall reduce the Net PAGA Settlement Sum. Administration shall be through the third party administrator Simpluris and in an amount not to exceed \$15,000.00.

d. Lion Raisins Inc., will both provide a list of all Aggrieved Employee information to Simpluris and fund the payments identified in this Section 16 on or before October 30, 2024.

e. The Net PAGA Settlement Amount will be further allocated as follows:

i. 25 percent (25%) of the remaining Net PAGA Settlement Sum to the Aggrieved Employees who worked during the PAGA Timeframe. Each employee will receive a proportional share of the remaining Net PAGA Settlement Sum based on the number of pay periods he/she was employed during the PAGA Timeframe.

ii. 75 percent (75%) of the remaining Net PAGA Settlement Sum shall be paid to the LWDA in accordance with Section 2699(i) of the California Labor Code. This payment shall be sent to the LWDA by Defendants.

17. WHEREAS, the Parties agree that Simpluris shall be responsible for the following:

a. Simpluris shall timely administer all applicable payment as detailed in paragraph 16., supra. including sending each Aggrieved Employee their portion of the settlement by U.S. First Class mail to that individual's last known address as described in paragraph 16;

b. Sending with all payments made under this Agreement, a letter explaining this Agreement to each Aggrieved Employee; and

1 c. Issuing IRS Form 1099 to all Aggrieved Employees and to Aggrieved Employees'
2 Counsel for all payments made in connection with this Agreement and sent to same.

3 18. WHEREAS, the following conditions are applicable to all payments made under
4 this Agreement:

5 a. It will be conclusively presumed that any Aggrieved Employee's check was
6 received by said Aggrieved Employee if the payment check has not been returned within thirty
7 (30) days of the original mailing of the check;

8 b. All checks shall remain valid and negotiable for one hundred twenty (120)
9 calendar days from the date of their issuance. If there are uncashed checks and/or unclaimed
10 funds following this period, those payments will revert to Defendants.

11 19. WHEREAS all Aggrieved Employees and Aggrieved Employees' Counsel shall
12 be solely responsible for the reporting all their share of any federal, state and/or municipal
13 income or other taxes on payments made pursuant to this Agreement, and shall hold Defendants
14 and Defendants' counsel free and harmless from any claims resulting from treatment of such
15 payments as non-taxable, including the treatment of such payments as not subject to withholding
16 or deduction for payroll and employment taxes. No party has made any representation to any of
17 the other Parties as to the taxability of any payments pursuant to this Agreement, including the
18 payments to any of the Aggrieved Employees, the payments to Aggrieved Employees' Counsel,
19 or otherwise as to the tax implications of any provision of this Agreement.

20 20. The Parties jointly request that the Court approve the penalties sought as part of
21 the PAGA Settlement and approve the dismissal of the PAGA claims in the operative complaint,
22 the Complaint attendant therewith.

23 21. This Stipulation is made for the sole purpose of settling this Action. This
24 Stipulation and the settlement it evidences are made in compromise of disputed claims. Because
25 this Action was pleaded as a PAGA action, this Stipulation must receive approval by the Court.
26 Accordingly, the Parties enter into this Stipulation and associated settlement on a conditional
27 basis. If the Court does not enter an order granting approval of this Stipulation, this Stipulation
28 shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred

1 to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Stipulation
2 shall remain subject to the provisions of California Evidence Code sections 1119 and 1152,
3 Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.
4 If the Court does enter an Order granting approval of this Stipulation, the Parties shall file a
5 Request for Dismissal which includes a dismissal of the PAGA claims in the operative
6 Complaint.

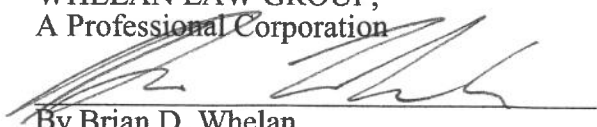
7 22. The Parties agree to cooperate in obtaining an order from the Court approving this
8 Stipulation and the associated settlement from the Court. The Parties further agree to fully
9 cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to
10 be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are
11 otherwise reasonably necessary to the approval and implementation of this Stipulation and shall
12 otherwise use their respective best efforts to obtain approval of and implementation of this
13 Stipulation and the associated settlement.

14 23. The Parties and their counsel agree that they will not issue any press releases,
15 initiate any contact with the press, respond to any press inquiry or have any communication with
16 the press about the fact, amount, or terms of this Stipulation. In addition, the Parties and their
17 counsel agree that they will not engage in any advertising or distribute any marketing materials
18 relating to this Stipulation or this Action in any manner that identifies Defendants, including but
19 not limited to any postings on any websites maintained by Aggrieved Employees' Counsel.
20 Neither Plaintiff nor Aggrieved Employees' Counsel will discuss the terms or the fact of this
21 Agreement with third parties other than (1) their immediate family members, or (2) their
22 respective accountants or lawyers as necessary for tax purposes. Plaintiff and Aggrieved
23 Employees' Counsel agree not to publish any of the terms or conditions of this Stipulation in any
24 manner that identifies Defendants.

25 **IT IS SO STIPULATED**

26 Dated: August 30, 2024

WHELAN LAW GROUP,
A Professional Corporation

By  Brian D. Whelan,
Attorneys for Defendant LION RAISINS, INC.

1
2 Dated: August 30, 2024

LION RAISINS, INC.

3
4
5 By Gary Antone for LION RAISINS, INC.

6 Dated: August 30, 2024

7
8 By Adam Amescua

9 Dated: August 30, 2024

CASTLE LAW FIRM

10 By Tim Del Castillo,
11 Attorneys for Plaintiffs

12
13 **ORDER**

14 Upon review of the forgoing stipulation entered into by and between the Parties in
15 the above-referenced action, and good cause appearing therefor,

16 IT IS HEREBY ORDERED that the foregoing stipulation is hereby approved and the
17 Court approves the Parties' PAGA Settlement pursuant to Labor Code Section 2699(l).

18
19
20 Dated: August 30, 2024

21
22 Judge of the Superior Court