

Armond M. Jackson, SBN 281547
JACKSON LAW
A PROFESSIONAL LAW CORPORATION
 2 Venture Plaza, Ste. 240
 Irvine, California 92618
 Phone (949) 281-6857
 Fax (949) 777-6218

Attorneys for Plaintiff Maria Velez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

MARIA VELEZ, as an individual and on behalf
 of other similarly situated employees,

Plaintiff,

vs.

LEGACY FARMS, LLC., a California
 corporation, LEGACY FARMS OF
 CALIFORNIA, LLC, a California corporation,
 LEGACY FARMS EMPLOYMENT
 SERVICES COMPANY, INC., a California
 corporation, and PRIORITY WORKFORCE,
 INC, a California corporation and DOES 1-50,
 inclusive,

CASE NO: 30-2019-01120177-CU-OE-CXC

Assigned for all purposes to: Judge William
 Claster

**STIPULATION AND AGREEMENT FOR
 PAGA REPRESENTATIVE ACTION
 SETTLEMENT**

Case filed: December 23, 2019
 Trial date: TBD

This Stipulation and Agreement for Settlement of this PAGA Representative Action is
 made and entered into by and between Plaintiff Maria Velez ("Plaintiff"), on the one hand, and
 Defendants Legacy Farms, LLC, a Delaware LLC, doing business in California as Legacy Farms
 of California, LLC; Cal Fresco/Legacy Farms Employment Services Company, Inc. (collectively,
 "Legacy Farms"); and Priority Workforce, Inc. (collectively with Legacy Farms, "Defendants")
 and (collectively, Plaintiff and Defendants as the "Parties"), on the other hand, and is made in

1 compromise of disputed claims. The Parties agree that the above-entitled representative action
 2 shall be settled on the terms and conditions set forth in this Stipulation, subject to the approval of
 3 the Court pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act
 4 of 2004, Labor Code §§ 2698, *et seq.* ("PAGA").

5 DEFINITIONS

6 1. **"Action"** means and refers to *Velez v. Legacy Farms, LLC et al.*, Case No. 30-2019-
 7 01120177, which is currently pending in the Orange County Superior Court of the State of
 8 California.

9 2. **"Aggrieved Employees"** or **"Covered Position"** all employees placed by Priority
 10 Workforce, Inc. to perform work for Legacy Farms at its Anaheim distribution facility during the
 11 PAGA period. Defendants have represented that the Aggrieved Employees total 185 workers,
 12 including Plaintiff, who are subject to this definition and covered by the releases set forth in this
 13 Agreement.

14 3. **"Agreement," "Settlement,"** or **"Settlement Agreement"** mean this Stipulation
 15 and Agreement for Settlement of this PAGA Representative Action, which the Parties acknowledge
 16 sets forth all material terms and conditions of the Settlement between them, and which is subject to
 17 Court approval pursuant to Section 2699(1) of the California Labor Code Private Attorneys General
 18 Act of 2004, Labor Code §§ 2698, *et seq.*

19 4. **"Court"** means the Superior Court of California in and for the County of Orange.

20 5. **"Defendants"** means Defendants Legacy Farms, LLC, a Delaware LLC, doing
 21 business in California as Legacy Farms of California, LLC; Cal Fresco/Legacy Farms
 22 Employment Services Company, Inc.; and Priority Workforce, Inc.

23 1.1 **"Effective Date"** of the Settlement will be the following: (a) if there are no
 24 objections to the Settlement, then the date on which the Court enters an Order granting Final
 25 Approval of the Settlement; (b) if one or more timely objections has/have been filed and not
 26 withdrawn, then upon passage of the applicable date for an objector to seek appellate review of the
 27 Order granting Final Approval of the Settlement; or (c) if an appeal, review or writ is sought from
 28

1 the Order granting Final Approval of the Settlement, the day after the Order is affirmed or the
2 appeal, review or writ is dismissed or denied, and the Order granting Final Approval of the
3 Settlement is no longer subject to further judicial review and the trial court has re-acquired
4 jurisdiction.

5 6. **"Final Order and Judgment"** means the proposed order granting approval of the
6 Settlement and entering Judgment.

7 7. **"Gross Settlement Amount"** means a maximum total of \$250,000.00, which
8 includes all payments owing as a result of this Agreement and includes: the Net Settlement Fund;
9 Representative Plaintiff Enhancement Award; Settlement Administration Costs; and PAGA
10 Counsel Attorneys' Fees and Costs as awarded by the Court.

11 8. **"LWDA Payment"** means a payment to the California Labor Workforce and
12 Development Agency in an amount equal to 75% of the PAGA Payment Amount.

13 9. **"Net Settlement Fund"** is the Gross Settlement Amount less all of the following:
14 PAGA Counsel's Attorneys' Fees and Costs, Representative Plaintiff's Enhancement Award, and
15 Settlement Administration Costs.

16 10. **"PAGA Payment Amount"** means the payment of approximately \$138,675 to
17 resolve the claim for civil penalties under PAGA. The PAGA Payment Amount is paid from the
18 Gross Settlement Amount and is comprised of the LWDA Payment and PAGA Aggrieved Employee
19 Payment.

20 11. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the PAGA
21 Payment Amount, which the Parties have agreed to pay the Aggrieved Employees out of the Gross
22 Settlement Amount in connection with the settlement of the PAGA Claim.

23 12. **"PAGA Claim"** means the claim for civil penalties under the California Labor Code
24 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, "PAGA") alleged in
25
26
27
28

1 the Action.

2 13. **"PAGA Counsel"** means Jackson Law, APC.

3 14. **"PAGA Period"** means March 13, 2019 to December 31, 2020.

4 15. **"Released Claims"** means all claims, demands, rights, liabilities, and causes of
 5 action that were, or could have been asserted in the Action, pursuant to the California Labor Code
 6 Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, based on alleged violations of
 7 Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1194, 1198, and I.W.C. Wage
 8 Order No. 3, Wage Order No. 5-2001, Wage Order No. 7-2001, Wage Order No. 8-2001, Wage Order
 9 No. 9-2001, Wage Order No. 13-2001, Wage Order No. 14-2001 and whether for penalties
 10 (including, but not limited to, penalties pursuant to Labor Code and 2699(g)(1), Code of Civil
 11 Procedure § 1021.5), or interest arising out of the claims at issue, including: failure to pay for all
 12 hours worked, including minimum wages and overtime wages; failure to timely pay all wages owed;
 13 failure to provide rest breaks; failure to provide meal periods; and failure to provide accurate
 14 itemized wage statements.

15 16. **"Released Parties"** means the Defendants and each of their current and former
 16 officers, directors, agents, insurers, employees, members, board members, partners, owners,
 17 shareholders, affiliates, subsidiaries, parents, divisions, related entities, attorneys or representatives,
 18 and all of their predecessors, successors, assigns, and any individual or entity which could be jointly
 19 liable with Defendant.

20 17. **"Representative Plaintiff"** means Plaintiff Maria Velez.

21 18. **"Settlement Administrator"** shall mean ILYM Group, Inc., a neutral third-party
 22 administrator chosen by the Parties, subject to approval by the Court.

23 RECITALS

24 19. On December 23, 2019, Plaintiff filed a class action Complaint against Legacy
 25 Farms, LLC, a Delaware LLC, doing business in California as Legacy Farms of California, LLC;
 26 and Priority Workforce, Inc. in the Superior Court of the State of California, County of Orange in a
 27 case styled *Maria Velez, et al. v. Legacy Farms, LLC et al.*, Case No. 30-2019-01120177-CU-OE-

1 CXC ("Action"). On March 13, 2020, Plaintiff sent a PAGA Notice to the Labor Workforce and
2 Development Agency ("LWDA"), with a copy to Legacy Farms, LLC, a Delaware LLC, doing
3 business in California as Legacy Farms of California, LLC; and Priority Workforce, Inc. On April
4 30, 2020, Plaintiff sent an Amended PAGA Notice to the Labor Workforce and Development
5 Agency ("LWDA"), with a copy to Defendants. On May 26, 2020, Plaintiff filed a First Amended
6 Complaint against Defendants and added her PAGA Claim. On October 23, 2020, Plaintiff filed a
7 Second Amended Complaint dismissing class claims due to an arbitration agreement limiting the
8 claims to PAGA. On February 9, 2021, Plaintiff filed a Third Amended Complaint to dismiss
9 Legacy Farms, LLC, a California LLC, and add Legacy Farms, LLC, a Delaware LLC, doing
10 business in California as Legacy Farms of California, LLC in its place. The Third Amended
11 Complaint is the operative complaint in this PAGA Action.

12 20. The Action asserts a PAGA Claim for civil penalties, and an award of reasonable
13 attorneys' fees and costs.

14 21. The Parties have conducted a thorough investigation into the facts of the Action. This
15 included exchanging extensive data and information as well as documents relating to the underlying
16 alleged violations and deposing Plaintiff. After attending a full day mediation with the Honorable
17 Carl J. West (Ret.) of JAMS, the Parties believe that the Settlement is fair, reasonable, and adequate.
18 The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a
19 compromise of Representative Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it
20 is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim
21 that the Representative Plaintiff and the Aggrieved Employees have against Defendant or any
22 persons or companies affiliated with Defendants.

23 22. The Parties enter into this Settlement Agreement on a conditional basis. In the event
24 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
25 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
26 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

27 23. Defendants deny all of the claims in the Action, and do not waive, but rather
28

expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural and factual grounds should this Settlement Agreement not become final and the Court not enter a Final Order and Judgment. This Settlement Agreement reflects a compromise reached to end litigation and does not constitute an admission of wrongdoing or liability by any of Defendants.

24. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Agreement finally disposes of the Action with prejudice.

TERMS AND CONDITIONS

25. **Settlement Payments and Calculation of Claims.** The following table summarizes the allocation of the Gross Settlement Amount:

<u>Gross Settlement Amount of \$250,000.00 Is Broken Down As Follows:</u>
• \$138,675 for the PAGA Payment Amount ○ \$104,006.25 for the LWDA Payment ○ \$34,668.75 for the PAGA Aggrieved Employee Payment • PAGA Counsel Attorneys' Fees not to exceed \$83,325.00 • PAGA Counsel Costs not to exceed \$15,000.00 • Up to \$5,000.00 for Enhancement to Named Plaintiff Maria Velez • Settlement Administration Costs, not to exceed \$8,000.00

26. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendants agree to "all-in" settlement in which Legacy Farms will pay the Gross Settlement Amount of \$250,000.00 as set forth in this Agreement. The Gross Settlement Amount includes, but is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, any enhancement payment to the Representative Plaintiff, PAGA Payment Amount, and Settlement Administration Costs. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

a. **Settlement Administration Fees And Costs:** The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "**Settlement Administration Costs**") will be paid from the Gross Settlement Amount and are estimated to be \$8,000. The Parties agree to use ILYM Group, Inc. as

1 the Settlement Administrator.

2 b. PAGA Counsel's Attorneys' Fees and Costs: The Parties agree that, subject
3 to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Fund an
4 amount that is up to 33.33% of the Gross Settlement Amount for attorneys' fees (\$83,325.00), plus
5 actual litigation costs (including but not limited to Representative Plaintiff's portion of the mediation
6 fee), not to exceed \$15,000.

7 c. Representative Plaintiff's Enhancement Award: The Parties agree that,
8 subject to the Court's review and approval, Representative Plaintiff will receive a \$5,000
9 enhancement award for his services in bringing the Action on behalf of the Aggrieved Employees,
10 which will be paid from the Gross Settlement Fund.

11 d. Net Settlement Fund: After deducting PAGA Counsel's Attorneys' Fees and
12 Costs, Settlement Administration Costs, and Representative Plaintiff's Enhancement Award from
13 the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Fund. The
14 Net Settlement Fund is comprised of the LWDA Payment and the PAGA Aggrieved Employee
15 Payment. The Net Settlement Fund of approximately \$138,675 shall be allocated 75% to the LWDA
16 Payment, which is estimated to total \$104,006.25 (\$138,675 x 75%). The remaining 25% of the Net
17 Settlement Fund, estimated to total \$34,668.75, shall be allocated to the PAGA Aggrieved Employee
18 Payment to be paid to the Aggrieved Employees on a *pro rata* basis related to the number of
19 workweeks worked by each individual, as exemplified below, which shall be referred to as the
20 Aggrieved Employee's "**Individual PAGA Payment.**"

21 Example:

22 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
23 All Aggrieved Employees were actively employed a combined total of 100,000 pay periods during
24 the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
25 follows:

26 ➤ 25 pay periods for Aggrieved Employee A ÷ 100,000 total pay periods for all
27 Aggrieved Employees = 0.025%.

➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is 0.025% of the Net Settlement Fund.¹

e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

27. **Release By Aggrieved Employees and State of California.**

a. Terms of Release. In exchange for the consideration recited in this Settlement Agreement, Representative Plaintiff, as the representative for the State of California and all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will forever completely release and discharge the Released Parties of any and all Released Claims. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims.

b. No Claims Based On Stipulation and Agreement. No Aggrieved Employee will have any claim against any of the Released Parties, Defendants' counsel, the Representative Plaintiff, or PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

28. **Request For Final Order and Judgment.**

Upon execution of this Agreement, the Representative Plaintiff shall promptly file a motion or application with the Court requesting approval of this Settlement by submitting a proposed Final Order and Judgment.

29. **Settlement Funding.**

a. Upon the Court entering the Final Order and Judgment, and within 7 days after the Effective Date, the Settlement Administrator shall send Defendants' counsel electronic wiring instructions to fund the Gross Settlement Amount.

b. Within 30 days after the Effective Date, Defendants shall wire to the

¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 Settlement Administrator the Gross Settlement Amount (the “**Funding Date**”)

2 c. Within 45 days after the Effective Date, the Settlement Administrator shall
3 issue all payments required by this Agreement (the “**Payment Date**”).

4 30. **PAGA List.**

5 Within 30 days after the Effective Date, Defendants will provide a PAGA List to the
6 Settlement Administrator which will identify all Aggrieved Employees by name, social security
7 number, and last known home address (“**PAGA List**”). The PAGA List will also contain the
8 number of pay periods credited to each Aggrieved Employee.

9 31. **List Of Individual Settlement Amounts.**

10 Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement
11 Administrator will provide to PAGA Counsel and Defendants’ counsel a Proceeds List reflecting
12 the Individual PAGA Payment for each Aggrieved Employee (“**Proceeds List**”). The Proceeds List
13 provided to PAGA Counsel will not include the Aggrieved Employees’ names, social security
14 numbers or contact information.

15 32. **PAGA Payments to Aggrieved Employees.**

16 a. On the Payment Date, the Settlement Administrator will mail to each
17 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
18 Notice in English and Spanish, attached as Exhibit A to this Agreement and (b) their Individual
19 PAGA Payment (collectively, the “**PAGA Packet**”).

20 b. Prior to mailing, the Settlement Administrator will update all addresses using
21 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
22 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
23 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
24 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
25 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
26 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
27 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
28

1 Administrator, Defendant, or PAGA Counsel shall be required to take further action.

2 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
3 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's
4 check is not cashed within that period, the settlement payment check will be voided and a stop-
5 payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, the Released Parties,
6 nor PAGA Counsel will have any liability for lost or stolen settlement payment checks, forged
7 signatures on settlement payment checks, unauthorized negotiation of settlement payment checks
8 or failure to timely cash a settlement payment check within the 180 day period.

9 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
10 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
11 transmitted to the California State Controllers' Office Unclaimed Property Fund.

12 33. **Payments Of Enhancement Award, Attorneys' Fees And Costs, and the LWDA**
13 **Settlement Payment.**

14 a. On the Payment Date, the Settlement Administrator will pay from the Gross
15 Settlement Amount the Representative Plaintiff's Enhancement Award as awarded by the Court.
16 The payment will be made by sending to PAGA Counsel a check payable to "Maria Velez" in the
17 amount of the Court-approved Enhancement Award. This payment is conditional upon PAGA
18 Counsel providing with the Settlement Administrator a completed Form W-9 for the Representative
19 Plaintiff.

20 b. On the Payment Date, the Settlement Administrator will pay from the Gross
21 Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs. Such payment
22 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
23 W-9.

24 c. On the Payment Date, the Settlement Administrator will pay the LWDA
25 Payment from the Net Settlement Fund by issuing a check in the approximate amount of

1 \$104,006.25 payable to "California Labor Workforce and Development Agency."

2 34. **No Right to Opt Out.**

3 The Parties agree there is no statutory right to provide Aggrieved Employees the option to
4 opt out of this Settlement.

5 35. **Deadlines.**

6 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
7 the deadline will be automatically extended to the next regular business day. Unless specified
8 otherwise, all references to "days" shall mean calendar days.

9 36. **Enforcement and Continuing Jurisdiction of the Court.**

10 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
11 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
12 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
13 jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent
14 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
15 and all matters provided for in it, and to interpret it.

16 37. **Mutual Full Cooperation.**

17 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
18 Agreement, including, but not limited to, execution of such documents and taking such other action
19 as may be reasonably necessary or convenient to implement it.

20 38. **Non-Admission Of Liability.**

21 The Parties enter into this Agreement to resolve the dispute that has arisen between them
22 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
23 Defendants do not admit, and specifically deny, that they have violated any federal, state, or local
24 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
25 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
26 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
27 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
28

1 with it, shall be construed as an admission or concession by Defendants of any such violations or
2 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
3 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
4 evidence in any action or proceeding to establish any liability or admission on the part of Defendants
5 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
6 federal, state, local or other applicable law.

7 39. **Effective Date Of Defendants' Obligations Under This Agreement.**

8 Defendants' obligations under this Settlement Agreement will become final and effective
9 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
10 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
11 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
12 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
13 or construed by or against any Party as a determination, admission, or concession of any issue of
14 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
15 respective rights regarding the prosecution and defense of the Action, including all available
16 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
17 existed.

18 40. **Nullification.**

19 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
20 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
21 or declared or rendered void as to any material term as defined above, then (a) the Settlement
22 Agreement shall become null and void; (b) the Parties will revert to their respective positions
23 immediately prior to reaching the settlement; and (c) Defendants and the Released Parties will not
24 be responsible for any Settlement Administration Costs.

25 41. **Invalidation.**

26 Invalidation of any material term of this Settlement Agreement will invalidate this
27 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
28

provisions will remain in full force and effect.

42. **No Publicity.**

Plaintiff and her counsel agree that the terms of this Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as "Jury Verdicts," or disclosure of the Settlement Agreement on any web site of Plaintiff's counsel), or the public at large, without the advance written consent of Defendants. The Parties intend this Paragraph to prohibit Plaintiff and her counsel from discussing, answering questions about, promoting or publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the foregoing, Plaintiff and her counsel (1) may tell the public in general only that certain claims "have been resolved by the Parties;" and only if asked for comment, and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing tax returns.

43. **Entire Agreement.**

This Settlement Agreement constitutes the entire integrated agreement between the Parties relating to the Action, and no oral representations, warranties, or inducements have been made to any party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in this Settlement Agreement.

44. **Modification Only In Writing.**

This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest.

45. **Binding On Successors.**

This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,

1 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
2 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, divisions, and
3 related or affiliated entities.

4 46. **Governing Law.**

5 All terms of this Settlement Agreement will be governed by and interpreted according to the
6 laws of the State of California, without giving effect to conflicts of laws principles.

7 47. **Counterparts.**

8 This Settlement Agreement may be executed in one or more counterparts. All executed
9 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
10 Parties will exchange among themselves signed counterparts.

11 48. **Headings For Convenience Only.**

12 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
13 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

14 49. **Construction Of This Agreement.**

15 The Parties agree that the terms and conditions of this Settlement Agreement are the result
16 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
17 construed in favor of or against any Party by reason of the extent to which any Party, or his or its
18 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
19 entire agreement between the Parties. Except as expressly provided in this Agreement, this
20 Settlement Agreement has not been executed in reliance upon any other oral or written
21 representations or terms and no such extrinsic oral or written representations or terms will modify,
22 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
23 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
24 Procedure section 1856(a), which provide that a written agreement is to be construed according to
25 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff
26 and Defendants had available to them the advice and assistance of independent counsel. As such,
27 neither Representative Plaintiff nor Defendants may claim that any ambiguity in this Settlement
28

1 Agreement should be construed against the other.

2 50. **Corporate Signatories.**

3 Any person executing this Settlement Agreement or any related document on behalf of a
4 corporate signatory warrants and promises for the benefit of all Parties that such person has been
5 duly authorized by such corporation to execute this Settlement Agreement or any related document.

6 51. **Representation By Counsel.**

7 All of the Parties hereto acknowledge that they have been represented by counsel throughout
8 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
9 has been executed with the consent and advice of counsel.

10 52. **Attorneys' Fees And Costs.**

11 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
12 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
13 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
14 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
15 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

1 **IT IS SO AGREED:**

2

3 Dated: October __, 2021

4 PLAINTIFF MARIA VELEZ

5

6 Dated: October ⁵ __, 2021

DocuSigned by:

Dan Madsen

205E3203857548B

7 DEFENDANT LEGACY FARMS, LLC, A DELAWARE
 8 LLC, DOING BUSINESS IN CALIFORNIA AS LEGACY
 9 FARMS OF CALIFORNIA, LLC; CAL FRESCO/LEGACY
 10 FARMS EMPLOYMENT SERVICES COMPANY, INC.

11

12 Dated: October __, 2021

13 DEFENDANT PRIORITY WORKFORCE, INC.

14

15 Dated: October __, 2021

16 JACKSON LAW, P.C.

17 By: _____

18 ARMOND JACKSON
 19 ANDREA FERNANDEZ
 20 Attorneys for Plaintiffs
 21 Maria Velez

22

23 Dated: October ⁵ __, 2021

24 LOCKE LORD, LLP

DocuSigned by:

Nina Huerta

D4C870F320D64448...

25 By: _____

26 NINA HUERTA
 27 JORDON R. FERGUSON
 28 Attorneys for Defendants
 29 Legacy Farms, LLC, a Delaware LLC, doing business in
 30 California as Legacy Farms of California, LLC; Cal
 31 Fresco/Legacy Farms Employment Services Company, Inc.

32

33 Dated: November 8, 2021

34 CLARK HILL, LLP

35 By: *RR-F* _____

36 RAFAEL NENDEL-FLORES
 37 GUILLERMO TELLO
 38 PAYMON MONDEGARI
 39 Attorneys for Defendant Priority Workforce, Inc.