

PAGA SETTLEMENT AGREEMENT AND RELEASE

This PAGA Settlement Agreement and Release ("Agreement") is made and entered into by and between Plaintiffs Jhonnatan Roque and Oscar Mackorthy (Jhonnatan Roque and Oscar Mackorthy are collectively referred herein as "Plaintiffs"), on behalf of themselves and as representatives of the State of California and on behalf of other similarly situated aggrieved employees under the Private Attorneys General Act ("PAGA") on the one hand, and Defendant Green Farms California, LLC formerly known as Green Farms, Inc. ("Defendant") on the other, to settle the civil action ("Action") defined below, subject to the terms and conditions contained herein and the Court's approval.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. "Action" means the PAGA-only case filed in the Superior Court, County of Los Angeles, Case No. 20STCV27032, entitled *Jhonnatan Roque and Oscar Mackorthy, v. Green Farms California, LLC*.
- B. "Agreement" or "Settlement Agreement" means this PAGA Settlement Agreement, including any attached exhibits.
- C. "Aggrieved Employee(s)" means all current and former non-exempt employees who worked for Defendant at any time in California during the Covered Period.
- D. "Aggrieved Employee(s) Settlement Payment" means the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the Aggrieved Employees.
- E. "Complaint" means the Complaint filed by Plaintiffs on July 17, 2020 in the Action, and all amendments thereto.
- F. "Court" means the Superior Court for the State of California, County of Los Angeles.
- G. "Covered Period" means the period of time from April 3, 2019 through the date of the Final Order.
- H. "Defendant" means the Defendant in this Action, Green Farms California, LLC formerly known as Green Farms, Inc.
- I. "Defendant's Counsel" means CDF Labor Law LLP.
- J. "Effective Date" means the date when all of the following have occurred: (a) the Court issues its Final Order and enters judgment approving the Agreement, and (b) the judgment becomes final, meaning that either (i) the period for filing any appeal, writ, or other appellate proceeding opposing the Agreement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (ii) any appeal,

writ, or other appellate proceeding opposing the Agreement has either been finally and conclusively dismissed with no right to pursue further remedies or relief or resulted in an order upholding the judgment with no right to pursue further remedies or relief.

In this regard, it is the intention of the Parties that the Agreement shall not become effective until the Final Order and judgment approving the Agreement is completely final, and there is no further recourse by any person who seeks to contest the Agreement.

- K. "Final Order" means the order of the Court granting final approval of the Agreement on substantially the terms provided herein in Exhibit A, or as may be modified by subsequent agreement of the Parties, and entry of judgment.
- L. "LWDA" means the California Labor and Workforce Development Agency.
- M. "LWDA Settlement Payment" means the seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the LWDA.
- N. "Net Settlement Amount" means the Total Settlement Amount less (i) the Representative Plaintiffs' Payment, (ii) the Plaintiffs' Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator's fees and expenses. If any Settlement Share check is not timely cashed by an Aggrieved Employee, that share will be sent to the California State Controllers' Office Unclaimed Property Fund.
- O. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- P. "PAGA Notice" means a notice of proposed settlement pursuant to PAGA, substantially in the form evidenced by Exhibit D to this Agreement.
- Q. "Parties" or "Settling Parties" mean Plaintiffs, the Aggrieved Employees, and Defendant, collectively.
- R. "Plaintiffs" means the Plaintiffs in the Action, Jhonnatan Roque and Oscar Mackorthy.
- S. "Plaintiffs' Counsel" means Jake D. Finkel, Esq., Alexander Perez, Esq. of Law Offices of Jake D. Finkel.
- T. "Released Claims" or "PAGA Claims" means and refers to the PAGA claims and allegations alleged in the Complaint filed in the Action or that could have been alleged based on the facts alleged in the Action for the entirety of the Covered Period, including but not limited to Plaintiffs' PAGA claims, costs, and attorney's fees and expenses based on alleged violations for: (1) failure to pay all wages due, (2) failure to pay minimum wage and overtime, (3) meal and rest period violations, (4) failure to reimburse for necessary expenditures, (5) failure to pay wages upon termination of employment, and (6) failure to provide accurate wage statements.

- U. “Released Parties” means Defendant and any of its present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.
- V. “Representative Plaintiffs’ Payment” means the special payment made to Plaintiffs to compensate them for initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event that he was unsuccessful in the prosecution of the Action, and granting the release described in section III.E.1. of the Settlement Agreement.
- W. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- X. “Total Settlement Amount” means the total amount to be paid by Defendant in connection with this Agreement, in connection with this settlement, which is two hundred and ninety-five thousand dollars (\$295,000).

II. BACKGROUND

- A. On April 3, 2020, Plaintiffs gave written notice to the LWDA and Defendant in accordance with the requirements of Labor Code section 2699.3 of alleged violations for: California Labor Code sections 201-204 (failure to timely pay wages), 222, 223 (failure to pay wages agreed upon), 226 (failure to provide accurate wage statements), 226.7 (failure to provide premium pay for missed meal and rest breaks), 510 (failure to pay overtime wages), 512, 558 (failure to provide compliant meal and rest breaks), 1174 (failure to maintain accurate payroll records), 1194 and 1197 (failure to pay minimum wage). The LWDA declined to investigate the alleged violations, and on July 17, 2020, Plaintiffs filed the Complaint in the Action, alleging the PAGA Claims.
- B. The Complaint alleges representative PAGA claims for civil penalties, including an award of reasonable attorneys’ fees and costs, pursuant to PAGA, based on predicate violations alleged in the Complaint. The Parties met and conferred regarding the allegations made in the Complaint and engaged in an informal document exchange to further evaluate the claims in this Action. After a thorough and diligent investigation, the Parties agreed to attend mediation in an effort to resolve this matter.
- C. On April 20, 2021, the Parties participated in a full-day mediation presided over by Hon. Thierry Patrick Colaw (Ret.). During the mediation, each side, represented by its respective counsel, recognized the risk of an adverse result in the Action and agreed to settle the Action, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement represents a compromise and settlement of highly disputed claims and was entered into only after extensive discussions between the Parties. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiffs’ claims

in the Action have merit or that they have any liability to Plaintiffs or the Aggrieved Employees on those claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit.

- D. Defendant denies all of the allegations in the Complaint, including all PAGA Claims, and denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind and further denies that this Action is appropriate for PAGA representative treatment for any purpose other than settling this Action. Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Complaint.
- E. The Parties have conducted a thorough investigation into the facts of the Action. This included conducting detailed interviews and research, informal discovery prior to mediation, and exchanging extensive amounts of information and documents relating to the PAGA Claims. Based on the foregoing data and on their own independent investigation and evaluation, Plaintiffs' Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's counsel also agree that the settlement is fair and in the best interest of the LWDA and Aggrieved Employees. The Parties desire to completely dispose of the Action by this Settlement Agreement.
- F. Under California Law, the State may assess and collect civil penalties from employers for violations of certain provisions of the Labor Code. (See Cal. Lab. Code §§ 2699 et seq.) Under PAGA, however, if an "aggrieved employee" "give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated," and the State thereafter decides not to investigate, as was the case here, or does investigate and determines that a citation against the employer should not issue, the employee may, "as an alternative" to enforcement by the State, act as a proxy or agent of the state's labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties "on behalf of himself or herself and other current or former employees." "[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employees."
- G. California Labor Code § 2699(1)(2) provides that "The superior court shall review and approve any settlement of any civil action filed pursuant to this part [i.e. PAGA]."

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In consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. Subject to submission of this Agreement to the LWDA by Plaintiff and subject to the Court's approval of the Agreement pursuant to Labor Code § 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement and disposal of the entire Action, with prejudice.

1. **Allocation of Total Settlement Amount.** Defendant shall pay a Total Settlement Amount of Two Hundred and Ninety-Five Thousand Dollars (\$295,000) within twenty (20) calendar days of the Effective Date. The Total Settlement Amount is the maximum amount that will be paid inclusive of all settlement payments to the LWDA and Aggrieved Employees; Plaintiffs' Counsel for attorneys' fees and litigation costs; the Representative Plaintiffs' Payments; and Settlement Administrator costs, and will be distributed in the following manner:

a.) **Settlement Administrator Costs.** The costs associated with settlement administration (e.g. NCOA searches, preparing and mailing payments/notices to LWDA and Aggrieved Employees, tax documentation, etc.) shall be paid from the Total Settlement Amount and shall not exceed \$4,200. If the actual costs of the settlement administration process is less than the amount approved by the Court, the remaining balance will become part of the Net Settlement Amount.

b.) **Plaintiffs' Counsel Attorneys' Fees and Costs.** The Parties agree that, subject to the Court's review and approval, Plaintiffs' Counsel will be paid one third (\$98,333.33) of the Total Settlement Amount as attorneys' fees plus actual litigation costs and expenses not to exceed \$10,000.00, also taken from the Total Settlement Amount. The Settlement Administrator will issue to Plaintiffs' Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.

c.) **Enhanced Payment to Plaintiffs as Representative Plaintiffs.** In addition to their any pro rata share of the Aggrieved Employees Settlement Payment, Plaintiffs will apply to the Court for a Representative Plaintiffs' Payment of not more than \$5,000 for each Plaintiff (Total of \$10,000.00). Defendant will not oppose a Representative Plaintiffs' Payment of up to \$10,000. The Settlement Administrator will pay the Representative Plaintiffs' Payments approved by the Court out of the Total Settlement Amount. If the Superior Court approves a Representative Plaintiffs' Payment of less than \$10,000, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Representative Plaintiffs' Payment, and instead a Form 1099 will be issued to Plaintiffs with respect to this payment.

d.) Allocation of Net Settlement Amount. After deducting the amounts specified in items (1.a) through (1.c) from the Total Settlement Amount, the remaining balance will form the Net Settlement Amount from which 75% will be paid to the LWDA ("LWDA Settlement Payment") and 25% will be paid to the Aggrieved Employees ("Aggrieved Employees Settlement Payment"). The Settlement Administrator will allocate the Aggrieved Employees Settlement Payment to the Aggrieved Employees on a pro rata basis according to the following formula:

(i) The Settlement Administrator will calculate the total number of Eligible Pay Periods worked by all Aggrieved Employees during the Covered Period, and the resulting figure will be referred to as the "Divisor."

(ii) "Eligible Pay Period" means any pay period in which an Aggrieved Employee worked at least one shift for Defendant in California during the Covered Period.

(iii) Each Aggrieved Employee's pro rata share of the Aggrieved Employees Settlement Payment will be determined by dividing the Eligible Pay Periods that each Aggrieved Employee worked by the Divisor, and then multiplying the product by the Aggrieved Employees Settlement Payment. The product of the foregoing formula results in the "Aggrieved Employee's Individual Share."

B. Taxes and Reporting: Each Aggrieved Employee's Individual Share shall be treated as penalties (i.e., non-wage income) for all purposes and reported by the Settlement Administrator on IRS Form 1099, as required by law, to the respective Aggrieved Employee and applicable governmental authorities. No portion of the Aggrieved Employees Settlement Payment is or shall be construed as wages. Nothing in this Settlement Agreement is intended to constitute legal advice regarding federal, state and/or local tax obligations or legal requirements for attribution of settlement proceeds. To the extent that this Settlement Agreement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant, Defendant's Counsel, Plaintiff and Plaintiffs' Counsel are not responsible for any employee tax obligations arising out of the Aggrieved Employee's Individual Share.

C. Appointment of Settlement Administrator. The Parties will cooperate in selecting an acceptable Settlement Administrator to resolve disputes in connection with the calculation of the Aggrieved Employees Settlement Payment and Aggrieved Employee's Individual Shares; distribute Aggrieved Employee's Individual Shares and other payments due under the Agreement; and otherwise administer the Agreement. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet to the Aggrieved Employees;

conducting a National Change of Address ("NCOA") search and using Accurant and other reasonable and cost-effective skip trace methods to locate any Aggrieved Employees whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the Aggrieved Employee's new address; issuing the checks to effectuate the payments due under the Agreement; and otherwise administering the settlement terms of the Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of an Aggrieved Employee's Individual Share subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Total Settlement Amount, not to exceed a total of \$4,200.

D. Settlement Approval and Implementation Process.

1. Motion for an Order Approving the Settlement Agreement.

- a. The Parties will cooperate in seeking approval of the Settlement Agreement, including filing a Joint Motion for an Order Approving the Settlement Agreement (the "Joint Motion").
- b. Pursuant to PAGA, on the date the Parties file the Joint Motion, Plaintiffs will submit to the LWDA the PAGA Notice substantially evidenced by Exhibit D to this Agreement, enclosed with the Agreement.
- c. At the hearing on the Joint Motion, the Parties will jointly appear, support the granting of the motion, and submit an order granting the motion in the form evidenced by Exhibit A to this Agreement.
- d. Should the Court decline to approve all material aspects of the Settlement Agreement, or order material changes to the Settlement to which the Parties do not agree, the Parties will meet and confer in good faith to address the Court's concerns and determine whether resolution of the Action and be obtained in a manner consistent with the Court's concerns. If no agreement can be reached the Settlement Agreement will be null and void and the Parties will have no further obligations under it. However, an award by the Court of lesser amounts than sought for the Representative Plaintiffs' Payment and/or Plaintiffs' Counsels attorneys' fees and costs will not be considered a material change to the Settlement Agreement.

2. **No Right to Opt Out or Object.** The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude themselves from the Settlement Agreement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the Settlement Agreement by the Court. The Parties further

agree that an Aggrieved Employees' recovery under this Settlement Agreement does not act to preclude claims not encompassed within the release of claims in Section III.E.

3. **Notice to PAGA Aggrieved Employees.** After the Court enters its Final Order, every Aggrieved Employee will be provided with the Notice Packet, which will include the Notice completed to reflect the order granting the Joint Motion, and the Aggrieved Employees Settlement Payment Information Sheet completed to show the Aggrieved Employee's information, as follows:
 - a. Within 30 days after the Court's entry of its Final Order, Defendant will provide to the Settlement Administrator a list of all Aggrieved Employees' names, last known addresses, Social Security numbers, and number of Eligible Pay Periods for each Aggrieved Employee. The Settlement Administrator shall keep this information confidential and not disclose it to any third parties. If any or all of the Aggrieved Employees' data are unavailable to Defendant, Defendant will use best efforts to deduce or reconstruct their data prior to when it must be submitted to the Settlement Administrator.
 - b. Within 5 days after receiving the Aggrieved Employees' data from Defendant, the Settlement Administrator will send a Notice Packet to each Aggrieved Employee. The Settlement Administrator will mail this information to all identified Aggrieved Employees, using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate any Aggrieved Employees and re-send the notices.
 - c. If a Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than 10 days from receipt of the returned packet, search for a more current address for the Aggrieved Employee using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the Notice Packet to the Aggrieved Employee. The Settlement Administrator will use the Aggrieved Employee's data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiffs' Counsel and according to the following deadlines, to trace the mailing address of any Aggrieved Employee for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address

searches for all mail returned without a forwarding address; and promptly re-mailing to Aggrieved Employees for whom new addresses are found.

4. **Resolution of Disputes.** If an Aggrieved Employee disputes the information shown on his or her Settlement Information Sheet, the Aggrieved Employee has 30 days from the date of mailing to so notify the Settlement Administrator to resolve the matter by returning the sheet with the information that he or she contends is correct and including with the sheet any documentation the Aggrieved Employee has to support his or her contention. In the event of such a dispute, Defendant will have the right to review their payroll and personnel records to verify the correct information. The Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Aggrieved Employee, and non-appealable.
5. **Submission of Judgment.** Plaintiffs shall submit a copy of the Final Order and judgment in this Action and a copy of any other order providing for or denying an award of civil penalties within 10 days after entry of the Judgment and/or order, in compliance with Section 2699(l)(3) of the California Labor Code. The judgment will be made available to the LWDA and Aggrieved Employees through the Settlement Administrator's website for a period of one (1) year following entry of judgment.
6. **Waiver of Right to Appeal.** Provided that the Final Order and judgment is consistent with the material terms of this Agreement, Plaintiffs, Defendant, and their respective counsel hereby waive any and all rights to appeal from the judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiffs or Plaintiffs' Counsel from appealing from a refusal by the Court to award the Plaintiffs' Counsel attorneys' fees and/or costs sought by them. If an appeal is taken by Plaintiffs' Counsel per the above, the time for consummating the Settlement Agreement (including making payments under the Settlement Agreement and/or funding of the Total Settlement Amount) will be suspended until such time as their appeal is finally resolved and the judgment becomes final.
7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the judgment such that there is a material change to the Settlement Agreement, and that court's decision is not completely reversed and the judgment is not fully affirmed on review by a higher court,

then either Plaintiffs or Defendant will have the right to void the Settlement Agreement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than 30 days after the reviewing court's decision vacating, reversing, or materially modifying the judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Representative Plaintiffs' Payment and/or Plaintiffs' attorneys' fees and/or costs will not constitute a vacating, reversal, or material modification of the judgment within the meaning of this paragraph, although Plaintiffs or Plaintiffs' Counsel have the right to appeal from any refusal by the Court to award the Plaintiffs' Counsel attorneys' fees and/or costs sought by them.

8. **Timing of Settlement Payments.** Within 10 days after entry of the Final Order, as defined in this Agreement, the Settlement Administrator will provide Defendant with wire transfer information. Within 10 business days after the Settlement Administrator provides Defendant with wire transfer information, Defendant will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within 10 days thereafter, the Settlement Administrator will issue payment of all the Aggrieved Employee's Individual Shares, the LWDA Settlement Payment paid to the LWDA, the Representative Plaintiffs' Payment paid to Plaintiffs, attorneys' fees and costs paid to Plaintiffs' Counsel, and the Settlement Administrator's fees and expenses.
9. **Uncashed Settlement Share Checks.** An Aggrieved Employee must receive or cash his or her Aggrieved Employee's Individual Shares payment or check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Aggrieved Employee at his or her correct address. If any Aggrieved Employee's Individual Shares check is not cashed within 120 days after its last mailing to the Aggrieved Employee, the Settlement Administrator will send the Aggrieved Employee a letter or postcard informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If an Aggrieved Employee fails to cash the check for his or her Individual Shares within 180 days after it is mailed to him or her, the funds shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in the Aggrieved Employee's name.

E. Release and Waiver of Claims.

1. **Release by Plaintiffs.** As of the Effective Date, Plaintiffs fully and forever release any and all known and unknown claims against Defendant and the Released Parties as it pertains to the claims alleged in the Complaint, including any and all wage and wage-related claims, including but not limited to failure to pay wages, overtime, reimbursements, bonuses,

meal/rest breaks, wage statement violations and failure to timely pay all wage due at termination.

2. **Release of PAGA Representative Claims.** As of the Effective Date, Plaintiffs, the State of California, and all Aggrieved Employees fully and forever release Defendant and the Released Parties from any and all claims under PAGA and for any claims for civil penalties of whatever kind or nature, whether known or unknown, arising during the Covered Period, based on the facts pleaded or which could have been pleaded in the Complaint in support of the PAGA representative action, based on the facts alleged by Plaintiffs in the Action and Plaintiffs' notice letter to LWDA, including but not limited to claims under Labor Code sections 201-204, 222, 223, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 2698, 2699.3 the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims").
3. **Waiver of Rights under California Civil Code Section 1542.** Plaintiffs' released claims as provided for in part III.E.1 and the Release of PAGA Representative Claims include all such respective claims, whether known or unknown by the releasing party. Therefore, with respect only to those respective Released Claims, Plaintiffs and the Aggrieved Employees expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

With respect to the Aggrieved Employees Released Claims, the scope of the waiver of rights and benefits under section 1542 of the California Civil Code is in no way intended by the Parties to extend to any claims beyond the Released Claims; rather, this waiver is intended to apply only to the Released Claims.

- F. **No Effect on Other Benefits.** The Net Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or the Aggrieved Employees, and they will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- G. **Confidentiality Preceding Approval.** Prior to filing of the Joint Motion, Plaintiffs or their counsel will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement Agreement. If, before the filing of the Joint Motion, Plaintiffs or their

attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement Agreement except as required by law or to effect the Settlement, Defendant may rescind the Settlement Agreement, rendering it null and void. Plaintiffs and their attorneys further agree that they will not disclose the terms of this Agreement other than as necessary in connection with the motion to approve the Agreement.

H. Miscellaneous Terms.

1. No Admission of Liability.

- a. Defendant denies that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiffs that any of his claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement Agreement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement Agreement).
- b. Nothing in the Agreement, any document, statement, proceeding or conduct related to the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement Agreement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement Agreement, and it will then be deemed that no oral representations,

warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Plaintiffs' Counsel, Defendant's Counsel, warrant and represent that they are authorized by their respective clients 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement Agreement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement. No attorney for any party is a party to the Agreement and will not be liable for any party's breach of any of the terms of the Agreement.
4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **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.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
9. **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.

10. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Settlement Group:

Alexander Perez
Law Offices of Jake D. Finkel
3470 Wilshire Blvd, Suite 830, Los Angeles, CA 90010
Mailing: 8605 Santa Monica Blvd, PMB 63688, W. Hollywood, CA 90069
Telephone: (213) 787-7411
Facsimile: (323) 916-0521
alex@lawfinkel.com

To Defendant:

Marie D. DiSante
Thomas B. Song
CDF Labor Law LLP
18300 Von Karman Avenue, Suite 800, Irvine, CA 92612
Telephone: (949) 622-1661
mdisante@cdflaborlaw.com
tsong@cdflaborlaw.com

11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURE PAGE TO FOLLOW

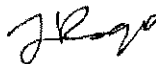
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IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: June ¹⁸____, 2021.

JHONNATAN ROQUE



Dated: June ¹⁷____, 2021.

OSCAR MACKORTHY



Dated: July 7, 2021.

GREEN FARMS CALIFORNIA, LLC.

By: TOOD FERGUSON

Printed Name:

CEO

Title:

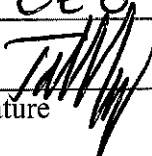
Signature 

EXHIBIT A

[[PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT]

(Counsel listed on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JHONNATAN ROQUE, an individual
and OSCAR MACKORTHY, an
individual, on behalf of themselves and all
others similarly situated;

Plaintiffs,

v.

GREEN FARMS CALIFORNIA, LLC, a
California limited liability company, a
California Corporation, and DOES 1
through 50 inclusive,

Defendants.

Case No. 20STCV27032

**[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Judge: Hon. Elain Lu
Dept.: 26

Complaint filed: July 17, 2020
Trial date: April 11, 2022

LAW OFFICES OF JAKE D. FINKEL

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Attorneys for Plaintiffs,

JHONNATAN ROQUE and OSCAR MACKORTHY, on behalf of themselves and all others
similarly aggrieved employees,

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Attorneys for GREEN FARMS CALIFORNIA, LLC

1 On [INSERT], 2021, a hearing was held on the joint motion of Plaintiff Jhonnatan Roque,
2 Plaintiff Oscar Mackorthy (Jhonnatan Roque and Oscar Mackorthy are collectively referred to as
3 "Plaintiffs"), and Defendant Green Farms California, LLC's motion for approval of a settlement
4 agreement pursuant to California's Private Attorney General Act ("PAGA") (the "Settlement").
5 Alexander Perez of the Law Offices of Jake D. Finkel appeared for Plaintiffs; Thomas B. Song of
6 CDF Labor Law, LLP appeared for Defendant. The Court having considered all papers filed and
7 proceedings herein and otherwise being fully informed, and having made this Judgment which
8 constitutes a final adjudication of this matter on the merits, and good cause appearing,

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

10 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
11 have the same meaning as given in the PAGA Settlement Agreement ("Settlement") executed
12 between the Parties on _____, 2021.

13 2. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
14 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been
15 given notice of the Settlement. Pursuant to PAGA, on the date the parties filed the motion seeking
16 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the
17 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's
18 notice of the Settlement complied with the statutory requirements of PAGA.

19 3. The Court confirms approval of the Settlement as to the following group of
20 individuals, collectively referred to as the "Aggrieved Employees":

21 All current and former non-exempt employees of Green Farms
22 California, LLC, formerly known as Green Farms, Inc., who
23 worked for Green Farms California at any time in California during
the period from April 3, 2019 to the date that the Court approves
this Settlement.

24 4. This Court has jurisdiction over the subject matter of this litigation, over all
25 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
26 under the Settlement.

27 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
28 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

1 6. The Court approves the Notice to Aggrieved Employees, Exhibit B to the Settlement
2 Agreement, which provides instructions for Aggrieved Employees to dispute and/or correct their
3 Settlement Share before payments are made.

4 7. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
5 releases the following "Released Claims" against the Released Parties.

6 Any and all individual and representative claims under PAGA of
7 whatever kind or nature, whether known or unknown, arising
8 during the Covered Period based on the facts alleged by Plaintiff in
9 the Action and Plaintiff's notice letter to LWDA, including but not
10 limited to claims under Labor Code sections 201-204, 222, 223,
11 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 2698, and 2699.3, the
12 Industrial Welfare Commission Wage Orders, and any resulting
13 claim for attorneys' fees and costs.

14 8. As to the Released Claims Only, the Aggrieved Employees also waive and
15 relinquish the provisions, rights and benefits of section 1542 of the California Civil Code.

16 9. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
17 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
18 are fair and reasonable.

19 10. The Court authorizes the Settlement Administrator to calculate and pay the
20 Settlement Shares, in accordance with the terms of the Settlement.

21 11. The Court awards the Settlement Administrator in this Action its fees and costs of
22 \$ _____, in accordance with the terms of the Settlement Agreement.

23 12. The Court awards to Plaintiff's Counsel in this Action its fees and costs of
24 \$ _____, in accordance with the terms of the Settlement Agreement.

25 13. The Court awards to Plaintiffs in this Action the Representative Plaintiffs' Payment
26 in the amount of \$ _____, in accordance with the terms of the Settlement Agreement.

27 14. The Court approves the allocations and payment of \$295,000 as for the compromise
28 of claims brought under PAGA, to be paid in accordance with the terms of the Settlement. Under
the terms of the Settlement, 75% of the Net Settlement Amount will be paid to the State of
California Labor Workforce Development Agency ("LWDA Payment"); the remaining amount of

1 the Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance with the
2 terms of the Settlement.

3 15. Checks for the Settlement Shares sent to Aggrieved Employees shall be valid for
4 180 days after issuance. Funds remaining from any checks for Settlement Shares uncashed after
5 180 days will be disbursed to the California State Controllers' Office Unclaimed Property Fund.

6 16. The Court retains exclusive and continuing jurisdiction over this Action for purposes
7 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
8 as well as the Settlement.

9 17. Nothing in this Order and Judgment or the Settlement shall be construed as an
10 admission or concession by any party. The Settlement and this resulting Order and Judgment
11 simply represent a compromise of disputed allegations.

12 18. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
13 the date of this Order.

14 19. Within 120 days of the date of this Order, the Parties are directed to file a joint status
15 report regarding the status of the distribution of settlement proceeds. Upon satisfaction that the
16 appropriate payments have been made, the Court will then close this case.

17 **IT IS SO ORDERED AND ADJUDGED.**

18
19 DATED: _____

HON. Elain Lu
Los Angeles Superior Court Judge

EXHIBIT B

[NOTICE OF APPROVAL OF SETTLEMENT]

NOTICE OF SETTLEMENT

To: *All current and former non-exempt employees of Green Farms California, LLC, formerly known as Green Farms, Inc., who worked for Green Farms California at any time in California during the period from April 3, 2019 to the date that the Court approves this Settlement.*

PLEASE READ THIS NOTICE CAREFULLY

ACCORDING TO GREEN FARM CALIFORNIA, LLC'S RECORDS, YOU QUALIFY TO RECEIVE MONEY IN CONNECTION WITH A LEGAL SETTLEMENT. TO ENSURE THAT YOUR PAYMENT IS ACCURATELY CALCULATED, READ THE ENCLOSED SETTLEMENT INFORMATION SHEET AND CONFIRM THAT THE INFORMATION ABOUT YOURSELF AND YOUR EMPLOYMENT WITH GREEN FARMS CALIFORNIA IS CORRECT. IF IT IS CORRECT, YOU DO NOT NEED TO DO ANYTHING; YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT. IF THE SETTLEMENT INFORMATION SHEET IS INCORRECT, RETURN IT IN ACCORDANCE WITH THE INSTRUCTIONS IN THIS NOTICE.

WHAT IS THIS NOTICE ABOUT?

A settlement (the "Settlement") has been reached between Plaintiff Jhonnatan Roque and Plaintiff Oscar Mackorthy (Jhonnatan Roque and Oscar Mackorthy are collectively referred as "Plaintiffs") and Defendant Green Farms California, LLC, formerly known as Green Farms, Inc. ("Defendant"), in the action pending in the Court brought on behalf of the following individuals (the "Settlement Group"):

All current and former non-exempt employees of Green Farms California, LLC, formerly known as Green Farms, Inc. who worked for Green Farms California at any time in California during the period from April 3, 2019 to [date of court approval]

The Court has approved the Settlement. You have received this notice because Green Farms California's records indicate that you are a member of the Settlement Group. This notice is designed to inform you of how you can provide corrected information to the Settlement Administrator, if necessary, to ensure your receipt of your Settlement Share.

WHAT IS THIS LAWSUIT ABOUT?

On July 17, 2020, Plaintiffs brought an action entitled "*Jhonnatan Roque, as an individual, and Oscar Mackorthy, as an individual and on behalf of all similarly situated employees v. Green Farms California, LLC, a California limited liability company, and DOES 1 through 50, inclusive,*" designated as No. 20STCV27032. The action is pending in the Superior Court of California for the County of Los Angeles (the "Court").

In the Action, Plaintiffs alleged that Defendant failed to properly pay all wages due to Green Farms California employees in California during the period of April 3, 2019 through [date of court approval] in violation Labor Code section 2699, *et seq.* claiming violations of specific sections of the Labor Code including 201-204, 222, 223, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 2698, and 2699.3 of the California Labor Code. Plaintiffs sued for civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code § 2698 *et seq.* Under PAGA, any recovery of civil penalties is shared between the LWDA, which gets 75% of the penalties recovered, and the allegedly aggrieved employees, who get 25% of the penalties recovered.

Defendant denied and continues to deny all of Plaintiffs' material allegations. Specifically, Defendant contends that they complied with the requirements of the Labor Code and that civil penalties are not recoverable.

After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome, Plaintiffs and Defendant agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs' claim in the Action has merit or that it has any liability to Plaintiffs or the group of individuals they seek to represent on that claim. On the contrary, Defendant denies any and all such liability.

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within the following definition:

All current and former non-exempt employees of Green Farms California, LLC, formerly known as Green Farms, Inc. who worked for Green Farms California at any time in California during the period from April 3, 2019 to the date that the Court approves this Settlement.

You are receiving this notice because Defendant's records indicate that you are part of the Settlement Group.

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. **Settlement Shares.** Pursuant to PAGA, 75% of the Net Settlement Amount will go to the LWDA. The remaining 25% of the Net Settlement Amount will be distributed to Settlement Group Members in proportion to the number of weeks that they were an employee of Green Farms California, LLC, formerly known as Green Farms, Inc.
2. **Payment of Settlement Shares.** The Settlement Shares and other amounts awarded by the Court will be paid after entry of the final judgment and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement. Checks for Settlement Shares must be cashed within 180 days after they are issued, or else the funds they represent will go to the State of California.
3. **Dispute of Settlement Group Member Information.** If you dispute the validity of any of the information shown on your enclosed Settlement Information Sheet, including the number of workweeks used to calculate your Settlement Share, you must report your dispute to the Settlement Administrator to resolve the matter. In order to do so, you must return the enclosed Settlement Information Sheet to the Settlement Administrator by the deadline of _____, informing the Settlement Administrator of the fact of the dispute and the basis for your contention that a different information is correct for you (including any documentary evidence that you have to support your contention). In the event of such a dispute, Defendant will review payroll and personnel records to verify the correct information. Defendant's records will have a rebuttable presumption of correctness. After consultation with you, Defendant, and Plaintiffs' Counsel, the Settlement Administrator will make a final determination.
4. **Settlement Group Member Release.** The Settlement approved by the Court includes a release by Settlement Group of any and all representative claims under PAGA of whatever kind or nature, whether known or unknown, arising during the Covered Period based on the facts alleged by Plaintiffs in the Action and Plaintiffs' notice letter to LWDA, including but not limited to PAGA claims for alleged violations of Labor Code sections 201-204, 222, 223, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 2698, and 2699.3, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims").

The Released Claims include all such claims, whether known or unknown under PAGA. Therefore, as a Settlement Group Member, and only as to the Released Claims, you expressly waive and relinquish the provisions, rights, and benefits of section 1542 of the California Civil Code, which reads:

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.

WHAT ARE MY RIGHTS AS A SETTLEMENT GROUP MEMBER?

1. **Participating in Settlement.** You are a part of the Settlement Group, and therefore, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court and you will be deemed to have released the PAGA claims against Defendant and the other released parties described above. As a member of the Settlement Group, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will

be responsible for your own attorneys' fees and expenses.

2. **Settlement Information Sheet.** The enclosed Settlement Information Sheet provides the information on which your Settlement Share will be calculated and an estimate of your Settlement Share. If the information in the Settlement Information Sheet (including your mailing address) is correct, you need not return the form. If the information contained in the Settlement Information Sheet is not correct, correct the information on the sheet and return it to the Settlement Administrator. If you believe information (other than your name, mailing address, and the last four digits of your Social Security Number) is incorrect, state on the Settlement Information Sheet what you contend is the correct information and also include any documentation you have to support that contention. The Settlement Information Sheet must be completed and returned to the Settlement Administrator postmarked by not later than _____, 2021. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.
3. **The Settlement Administrator's Address.** If applicable, send your corrected Settlement Information Sheet to the Settlement Administrator at the following address.

Roque, et al. v. Green Farms California, LLC
c/o [Settlement Administration]

[Address line 1]

[Address line 2]

[Phone Number]

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation including the Settlement Agreement, may be examined at the Office of the Clerk of the Court, Superior Court of California for Los Angeles County, 111 North Hill Street, Los Angeles, CA 90012, during the Clerk's normal business hours; or you may contact Plaintiffs' Counsel as follows: Jake D. Finkel and Alexander Perez, Law Offices of Jake D. Finkel, 3470 Wilshire Boulevard, Suite 830, Los Angeles, CA 90010, (213) 787-7411.

**PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.
YOU MAY, HOWEVER, CALL ANY OF PLAINTIFFS'S COUNSEL LISTED ABOVE.**

Dated: _____, 2021.
By Order of the Court

EXHIBIT C

[SETTLEMENT INFORMATION SHEET]

***Roque et. al., v. Green Farms California, LLC*, Superior Court of the State of
California, for the County of Los Angeles, No. 20STCV27032**

SETTLEMENT INFORMATION SHEET

**PLEASE REVIEW THE INFORMATION BELOW TO CONFIRM THAT
YOUR CONTACT AND PERSONNEL INFORMATION IS CORRECT.**

**IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET:
YOU AUTOMATICALLY WILL RECEIVE YOUR SETTLEMENT SHARE.**

**IF ANY OF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE
CORRECTED INFORMATION, DATE AND SIGN THIS FORM (AT THE
BOTTOM OF THE PAGE), AND MAIL IT, POSTMARKED NOT LATER
THAN _____, 2021, TO:**

Settlement Administrator
[Address]

**PERSONNEL INFORMATION FOR
INDIVIDUAL RECEIVING THIS NOTICE**

Name:

Mailing Address:

Last four digits of Social Security number:

**Number of pay periods employed by Green
Farms California, LLC, formerly known as
Green Farms, Inc. from April 3, 2019 through
[DATE OF APPROVAL]:**

Based on this information, your estimated settlement share is \$<<SHARE>>. Your actual settlement share may end up being higher or lower than estimated.

IF ANY OF THE INFORMATION SHOWN ABOVE IS NOT CORRECT, PLEASE SO INDICATE BELOW. IF YOU ARE DISPUTING YOUR NUMBER OF WORKWEEKS, STATE WHAT YOU BELIEVE TO BE THE CORRECT NUMBER OF WORKWEEKS AND ATTACH ANY DOCUMENTATION THAT SUPPORTS YOUR CONTENTION.

Corrected Information	
Corrected Name	_____
Corrected Mailing Address (include telephone number, starting with area code)	_____ _____ _____
Corrected last four digits of Social Security number (you are not required to provide your entire Social Security number)	_____
Corrected number of pay periods employed by Green Farms California (DO NOT include any weeks outside of April 3, 2019 to [DATE OF APPROVAL])	_____

I declare under penalty of perjury under the laws of California that the foregoing is true and correct and was executed on _____, 2021.

(Signature)

PLEASE REMEMBER: IT IS YOUR OBLIGATION TO INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO YOUR RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING ADDRESS MAY PREVENT YOUR RECEIPT OF YOUR SETTLEMENT SHARE.

EXHIBIT D

[PAGA NOTICE]

(Counsel listed on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JHONNATAN ROQUE, an individual and
OSCAR MACKORTHY, an individual, on
behalf of themselves and all others similarly
situated;

Plaintiffs,

v.

GREEN FARMS CALIFORNIA, LLC, a
California limited liability company, a
California Corporation, and DOES 1 through
50 inclusive,

Defendants.

Case No. 20STCV27032

**NOTICE OF PROPOSED PAGA
SETTLEMENT**

Judge: Hon. Elain Lu
Dept.: 26

Complaint filed: July 17, 2020
Trial date: April 11, 2022

LAW OFFICES OF JAKE D. FINKEL

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Facsimile: 323.916.0521

Attorneys for Plaintiffs,

JHONNATAN ROQUE and OSCAR MACKORTHY, on behalf of themselves and all others
similarly aggrieved employees,

CDF LABOR LAW, LLP

Thomas B. Song (SBN 271907)

tsong@cdflaborlaw.com

18300 Von Karman Avenue, Suite 800

Irvine, CA 92612

Tel: (949) 622-1661

Attorneys for GREEN FARMS CALIFORNIA, LLC

To the California Labor and Workforce Development Agency:

PLEASE TAKE NOTICE that the parties to this wage-and-hour representative action have settled the case brought under the Labor Code Private Attorneys General Act ("PAGA"). In accordance with PAGA, Cal. Lab. Code § 2699(l)(2), Plaintiff Jhonnatan Roque and Plaintiff Oscar Mackorthy (Jhonnatan Roque and Oscar Mackorthy are collectively referred herein as "Plaintiffs") provides this notice to the LWDA and attaches a copy of the parties' Settlement Agreement.

If you have any questions about this notice or the enclosed materials, please contact counsel for plaintiff, as provided below.

LAW OFFICES OF JAKE D. FINKEL

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Facsimile: 323.916.0521
Email: jake@lawfinkel.com
alex@lawfinkel.com

Dated: _____, 2021.

JAKE D. FINKEL
ALEXANDER PEREZ

By: _____
Law Offices of Jake D. Finkel
Attorneys for Plaintiffs
Jhonnatan Roque and Oscar
Mackorthy