

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is by and between Plaintiffs Javier Cuevas and Adrian Cuevas, for themselves and on behalf of other putative aggrieved employees (collectively, “Plaintiffs”), on the one hand, and Defendants Netto Ag, Inc., Frank Netto, James Netto, and Derrick Netto (“Defendants”), on the other hand (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2).

By executing this Agreement, the Parties intend to settle the Action (as defined below), and to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), subject to, and upon approval by, the Court. If the Agreement is not finally approved, or is otherwise nullified, then the Parties shall return to their positions preceding this Agreement, and Defendants shall retain all rights to challenge the Plaintiffs’ claims.

I. DEFINITIONS

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

1. “Action” means the Private Attorney General Act (PAGA), the sixth cause of action included in the complaint, *Javier Cuevas and Adrian Cuevas, et al. v. Netto Ag, Inc., Frank Netto, James Netto, and Derrick Netto* pending in the Superior Court of the State of California for the County of Kings, Case No. 20C-0267.
2. “Agreement” means this Settlement Agreement.
3. “Aggrieved Individuals” are all persons who were seasonal workers for Defendants in California (“Covered Position”) at any time during the period of June 19, 2019 to June 1, 2023. There are approximately 450 Individuals.
4. “Complaint” refers to the operative complaint filed in the Action.
5. “Court” means the Superior Court of the State of California for the County of

Kings.

6. “Defendants” refers to Netto Ag, Inc., Frank Netto, James Netto, and Derrick

Netto.

7. “Defense Counsel” or “Counsel for Defendants” means:

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8. “Effective Date” means the date by which all of the following have occurred:

- a. The Court has approved the Settlement;
- b. The Court has entered the Final Order; and
- c. The longer of (1) 30 days after entry of judgment on the PAGA claims

or (2) any date set by the Court for anyone to object, appeal or intervene, without objection, appeal or intervention, or in the event any objection, appeal, or intervention is filed, the date that the same is disposed in the Parties’ favor and is no longer subject to review by any court, whether by appeal, petition for rehearing or re-argument, petition for review, or otherwise. Should any appeal, objection, or intervention result in non-approval of the Parties’ Settlement as described herein, the Settlement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions as of the date that this Agreement is signed.

9. “Final Order” means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein), dismissing the PAGA claim with prejudice and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

10. “LWDA” means the State of California Labor and Workforce Development Agency.

11. “Named Plaintiffs” or “Plaintiffs” mean individually and/or collectively

Plaintiffs Javier Cuevas and Adrian Cuevas.

12. “The Net Settlement Amount” is Two Hundred and Fifty Thousand Dollars (\$250,000.00) less Court-approved fees/costs and awards.

13. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

14. “PAGA Counsel” means:

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LAW OFFICES OF JOHN E. HILL
333 Hegenberger Road, Ste. 500
Oakland, CA 94621
Telephone: (510) 588-1000

15. “PAGA Settlement” means the total sum of \$250,000.00, less Court-approved fees/costs and awards, with 75% of the remainder going to the LWDA and 25% to the Aggrieved Individuals in this case.

16. “PAGA Counsel’s Attorneys’ Fees and Costs” means the total amount of fees and costs incurred by PAGA Counsel in connection with this Action, subject to Court-Approval.

17. “Released Parties” means Defendants Netto Ag, Inc., Frank Netto, James Netto, and Derrick Netto and any and all subsidiaries of Netto Ag, Inc., and each of its past, present, and future parents, affiliated companies, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, and each of their past, present and future officers, investors, directors, executives, trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

18. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action as to Defendants.

19. “Gross Settlement” means the total gross settlement amount of \$250,000.00 to be paid by Defendants as provided by this Agreement to fully and finally settle, resolve and conclude this Action as to Defendants, as provided under this Agreement, without any admission of fault or

liability.

20. “Released Claims” refers to the claims for PAGA penalties for the Aggrieved Individuals that will be extinguished by operation of this Agreement, pursuant to Labor Code sections 2699, *et seq.* from June 19, 2019 to June 1, 2023; and the related California Code of Regulations and related sections of the applicable Industrial Welfare Commission Wage Orders, which arise from the facts alleged in Plaintiffs’ PAGA Letter of June 19, 2020 (failure to provide mandated meal periods, mandated rest periods and accurate itemized wage statements, and failure to pay wages upon separation from employment). Released Claims encompass the Aggrieved Individuals’ claims for civil penalties under PAGA and do not include a release of any underlying or class claims under the Labor Code.

21. “PAGA Administrator” refers to CPT Group, Inc, the third-party administrator the Plaintiffs have selected, subject to Court approval.

22. “Individual PAGA Payment” refers to the amount calculated by the Settlement Administrator to distribute to each Aggrieved Individual. The Individual PAGA Payments shall be paid from the Net Settlement Amount.

II. Recitals and Procedural History

1. **PAGA Letter.** On June 19, 2020, Plaintiffs submitted a letter to the LWDA (“PAGA Letter”), in accordance with the requirements of Labor Code section 2699.3(a), to notify the LWDA of alleged violations of the California Labor Code by Defendants. The PAGA Letter alleged that Defendants had violated California wage and hour laws related to alleged failure to provide meal and rest periods, failure to furnish accurate wage statements, and failure to pay earned wages upon discharge. The PAGA Letter indicated that Plaintiffs intended to pursue a representative civil action under PAGA against Defendants pursuant to Labor Code sections 2699, *et seq.*

2. **LWDA Does Not Investigate.** The LWDA did not investigate the alleged violations outlined in each of the PAGA letters described above, permitting Plaintiffs to initiate PAGA actions in court.

3. **The Action in Court.** On September 25, 2020, Plaintiffs initiated a lawsuit by filing a complaint in the Superior Court of the State of California for the County of Kings, entitled *Javier Cuevas and Adrian Cuevas, et al. v. Netto Ag, Inc., Frank Netto, James Netto, and Derrick Netto*, Case No. 20C-0267. The Action was brought on behalf of the named plaintiffs individuals, as well as under PAGA on behalf of the State of California and other allegedly Aggrieved Individuals. In their complaint, Plaintiffs alleged class-wide violations of various provisions of the California Labor Code and IWC Wage Orders for: (a) failure to provide meal and rest periods, or to pay premium pay for all meal and rest periods that were not provided; (b) failure to maintain or provide accurate itemized wage statements; (c) failure to timely pay all wages and money due at the time of separation of employment; and (d) an unfair business practices claim. The sixth cause of action in the complaint sought civil penalties under California Labor Code § 2699 (PAGA).

4. **Arbitration.** On November 13, 2020, the Parties filed a Joint Stipulation to Arbitrate with the Superior Court of California, Kings County because the Plaintiffs had entered into an arbitration agreement that was valid and binding. The Parties agreed to resolve all of Plaintiffs' individual claims, except the PAGA claim, in binding arbitration. The Parties agreed that the Arbitration shall not encompass Plaintiffs' class action claims and shall only address the individual claims of each Plaintiff. The court litigation was stayed pending resolution of the underlying individual arbitration claims. The Parties litigated Plaintiffs' individual non-PAGA claims and on October 15, 2021, arbitrator Hon. Steven M. Vartabedian (Ret.) issued Final Awards in favor of the two Plaintiffs. After a delay in the Parties waiting for the *Moriana v. Viking River Cruises, Inc.* decision by the U.S. Supreme Court, the Parties proceeded to commence the arbitration of Plaintiffs' individual PAGA claims. On October 27, 2023, arbitrator Hon. Patrick J. O'Hara (Ret.) ruled in favor of Plaintiffs' Motion for Issue Preclusion Based on Prior Arbitration. At that point, the Parties resumed their settlement discussions regarding a PAGA settlement for all Aggrieved Individuals.

5. **Defendants' Denial.** Nothing in this Agreement shall constitute an admission on behalf of Defendants of any form of liability or the accuracy of any allegation against it. Defendants deny: (1) all the material allegations in this Action, (2) that it violated any applicable laws, and (3) that it is liable for damages, penalties, interest, restitution, attorneys' fees, or costs, or for any

other compensation or remedy with respect to anyone on account of the claims asserted in the Action. Defendants contend that its policies, procedures, and practices comply with all applicable laws and that it has not violated any of the laws asserted in the Action. Nonetheless, without admitting any liability or wrongdoing whatsoever and without admitting that representative treatment is appropriate for any purpose other than for settlement purposes alone, Defendants have agreed to settle the Action on the terms set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation. Any statements by Defendants in this Agreement are made for settlement purposes only.

6. **Counsel's Investigation.** Plaintiffs' Counsel have investigated the facts relating to the claims alleged in the Action and have analyzed all defenses. The Parties engaged in a substantial exchange of documents and information during formal and informal discovery. The Parties reached this Settlement only after extensive discovery and investigation were performed, and arbitrations took place concerning the Named Plaintiffs' claims.

7. **Negotiation of Settlement.** The Parties urge approval by the Court of this Agreement after considering: (1) the factual and legal defenses to the claims asserted, which render uncertain the ultimate outcome of the Action, (2) the potential difficulties the Aggrieved Individuals would encounter in establishing their claims and proceeding on a representative basis, (3) the substantial benefits that the Aggrieved Individuals would receive under this Agreement, and (4) that this Agreement provides the Aggrieved Individuals relief in an expeditious and efficient manner, compared to any manner of recovery possible after litigation and potential appeal.

8. **Settlement Contingent on Court Approval.** The Settlement embodied in this Agreement is contingent on: (i) issuance by the Court of a Final Order approving the Settlement, dismissing the PAGA Claims with prejudice in their entirety, (ii) entry of the Final Order enforcing the terms of the Settlement, and retaining jurisdiction to ensure compliance with the Court's Final Order only, (iii) discharge of Defendants and the Released Parties from liability for the PAGA Claims released by this Agreement, (iv) release of the PAGA Claims released by this Agreement against the Released Parties by Plaintiffs, the State of California and all Aggrieved Individuals, (v) submission of the Court's Final Order by Plaintiffs' Counsels to the LWDA within ten (10) business days of entry of the order pursuant to California Labor Code § 2699(1)(3), and (vi) all parties bearing their respective

fees and costs except as expressly provided in this Agreement.

NOW THEREFORE, in consideration of the agreements set forth herein, and of the release of all Released Claims, the Parties agree to the terms of this Agreement, subject to the Court's approval of the terms that relate to settlement of claims on behalf of the Aggrieved Individuals.

III. RELEASE AND WAIVER OF CLAIMS

A. AGGRIEVED INDIVIDUALS' RELEASE

Release of Claims. Upon the Effective Date, each and every Aggrieved Individual, including the Named Plaintiffs, shall fully release and forever discharge any and all claims seeking civil penalties alleged or asserted in the Action, including any claims under California Labor Code sections 2698, *et seq.* based upon violations of any portion of California Labor Code sections 201-203, 226, 226.7, 512, 558, as well as IWC Wage Order Nos. 4, 9 and 14 (as specified under "Released Claims" above) against Defendants, and/or Defendants' past or present parents, subsidiaries, and affiliated corporations, and/or Defendants' officers, directors, employees, partners, agents, insurers, and/or any other individual or entity which could be liable for the claims raised in the Action ("Released Parties"). This Agreement is conditioned upon approval by the Court of the release of the Aggrieved Individuals' claims under Labor Code sections 2698, *et seq.* based upon the facts alleged in the Action. The Parties stipulate that, beyond the Gross Settlement, Defendants shall not owe any further monies to the Aggrieved Individuals or to the State of California for the PAGA claims made in the Action.

IV. SETTLEMENT ADMINISTRATION

A. PAYMENT PROCEDURES

Gross Settlement. In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agree to pay a settlement amount totaling Two Hundred Fifty Thousand Dollars and Zero Cents

(\$250,000.00) (the “Gross Settlement”) as provided by this Agreement to fully and finally settle, resolve and conclude this Action, without any admission of fault or liability. The entirety of the Gross Settlement is allocated to settle the PAGA Action, and there shall be no other payments arising out of or related to Aggrieved Individuals’ allegations in the Action for the time period from June 19, 2019 to June 1, 2023. Defendants will pay the Gross Settlement to the Settlement Administrator within Twenty-One (21) business days after the Effective Date. The Gross Settlement consists of the following terms:

a. PAGA Counsel’s Attorneys’ Fees and Costs: Concurrent with the filing of the Joint Stipulation for Approval of PAGA Action Settlement and for an Order approving this Agreement, PAGA Counsel will file a motion for Court approval of an award for attorneys’ fees and reimbursement for out-of-pocket litigation expenses in the amount of Eighty-Seven Thousand Dollars and Zero Cents (\$87,000.00). The Court’s approval of PAGA Counsel’s fees and expenses is not a material term of the Agreement. If the Court approves a lesser amount, then the other terms of this Agreement shall remain in effect.

b. Settlement Administration Fees: Plaintiffs agree to obtain a reasonable estimate of administrative costs and seek approval of administrative costs to be paid from the Net Settlement Amount.

c. Service Awards: Plaintiffs will file a motion for Court approval of service awards of \$5,000 to each of the two Named Plaintiffs, which Defendants agree to not oppose.

d. Payment of Individual Settlement Payment: The Individual Settlement Payment shall be paid from the Net Settlement Fund. The Net Settlement Fund, less the Court-approved fees and costs, shall be distributed to the Aggrieved Individuals as follows: seventy-five percent (75%) shall be distributed to the LWDA (“LWDA Penalty Payment”), and the remaining twenty-five percent (25%) shall be distributed to the Aggrieved Individuals. The Individual Settlement Payment paid to each Aggrieved Individual shall be calculated based on that Aggrieved Individual’s proportionate number of workweeks during the Settlement Period in relation to the total number of workweeks of all Aggrieved Individuals during the Settlement Period. Because the payments made under this Agreement will be made with respect to PAGA claims only for all the

Aggrieved Individuals, this Agreement is not subject to the rules governing settlement of class or collective actions. Accordingly, the settlement proceeds shall be distributed without a claims process, notice, or an opportunity to object or opt out. Notice will however be provided to the LWDA consistent with the requirements of PAGA.

e. Payment to LWDA: The Settlement Administrator shall pay 75% of the Net Settlement Fund less the claims administration costs to the LWDA within ten (10) business days after Defendants pay Gross Settlement to Settlement Administrator.

f. Payment to Aggrieved Individuals. The Settlement Administrator shall pay 25% of the Net Settlement Fund, less the claims administration costs, to the Aggrieved Individuals within ten (10) business days Defendants pay Gross Settlement to Settlement Administrator. The payments shall be distributed by check, which will be mailed to each Aggrieved Individual's last known address.

g. Tax Allocation of Payments to Aggrieved Individuals: 100% of each payment to the Aggrieved Individuals shall be considered to be a civil penalty and shall not be subject to withholding, unless otherwise provided by law. The Court's approval of the tax allocation of the payments to Aggrieved Individuals set forth herein is not a material term of this Agreement. If the Court does not approve or approves a different tax allocation of the payments to Aggrieved Individuals, the other terms of this Agreement shall still remain in effect.

h. Undeliverable or Uncashed Check: All checks issued pursuant to this Settlement will remain negotiable for one hundred and eighty (180) days from the date of their mailing by the Settlement Administrator. The Settlement Administrator shall notify PAGA Counsel and Defense Counsel of any undeliverable and uncashed checks. After 180 days from the date of their mailing by the Settlement Administrator, any settlement checks distributing Individual Settlement Payments that are returned to the Settlement Administrator as undeliverable or that have not been cashed will be sent by the Settlement Administrator to Brigid Community Outreach Center as a *cy pres* recipient.

B. SETTLEMENT ADMINISTRATION

Settlement Administrator. Plaintiffs select CPT Group, Inc. (“CPT”) as the Settlement Administrator. The duties of the Settlement Administrator shall include, without limitation, obtaining appropriate tax identification number(s), calculating Individual Settlement Payments (including all required payments), mailing Individual Settlement Payments and any tax forms to Aggrieved Individuals, remitting any tax payments and requisite reporting documentation to taxing authorities, and the other duties associated with settlement administration. Any dispute relating to the settlement administration will, after good-faith efforts by the Parties to resolve the dispute, be referred to the Court.

Data for the Settlement Administrator. Within ten (10) days after the Effective Date of the Settlement, Defendants shall provide to the Settlement Administrator a list containing the names, last known address, and taxpayer identification numbers associated with the Aggrieved Individuals in Defendants’ records, as well as the number of workweeks that each Aggrieved Individual was affiliated with Defendants in California between June 19, 2019 to June 1, 2023.

C. COURT APPROVAL

Because the Action involves a PAGA claim, this Agreement requires review and approval by the Court. See Cal. Lab. Code § 2699(1)(2). Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court’s approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of and entry of the Final Order in accordance therewith). If Court approval is not given and the Final Order is not entered, under the specific material terms requested, this entire Agreement shall automatically be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

Motion for Court Approval of Settlement. Plaintiffs’ Counsel will file by no later than June 10, 2024, a Motion for Court approval of the Settlement. If the Court does not grant the request for approval and issue the Final Order (including, but not limited to, dismissing the Action with prejudice in its entirety, and entering the Final Order in accordance with the terms and conditions

of this Agreement), under substantially similar material terms, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. But, under no circumstances may a modified settlement be entered by the Court without a written agreement signed by both Parties.

Plaintiffs will fully cooperate to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties will jointly defend against any appeal filed with respect to the Final Order.

Plaintiffs shall submit a copy of the Final Order 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 Final Order, in compliance with section 2699(1)(3) of the California Labor Code.

Timing of Judgment. After the Court enters the Final Order, the Parties shall request that the Court (a) dismiss the claims in the Action in accordance with this Agreement, and (b) enter an order permanently enjoining all Aggrieved Individuals from pursuing or seeking to reopen claims that have been released by this Agreement, and (c) enter an order permanently enjoining Named Plaintiffs from pursuing or seeking to reopen claims released by this Agreement.

Appeal Rights. Named Plaintiffs and Counsel for the Aggrieved Individuals hereby waive any right to appeal any judgment, ruling, or order in this Action, including, without limitation, any Final Order and any judgment or dismissal entered in the Action. This waiver includes all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.

V. LIMITATIONS ON USE OF THIS SETTLEMENT

A. NO ADMISSION

Defendants (1) dispute that Plaintiffs or any Aggrieved Individual are entitled to any

additional wages other than those already paid and/or any penalties, (2) dispute the allegations and each and every cause of action in the Action, and (3) dispute that the Action may be maintained on a class, collective or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Settlement and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.

B. NON-EVIDENTIARY USE

Except for purposes of effectuating the Settlement pursuant to this Agreement and for Defendants (and/or a Released Party) to establish that an Aggrieved Individual has resolved any of his claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. NULLIFICATION

If (1) the Court should for any reason fail to approve this Settlement consistent with the material specific terms agreed to by the Parties and set forth herein, (2) the Court should for any reason fail to enter the Final Order, or (3) the Final Order is reversed, modified, or declared or rendered void, then this Agreement shall automatically be considered null and void *ab initio*. An example of a material change in the terms includes a change in the economic terms of the settlement.

In that instance, (a) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (b) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day of the Parties' settlement in principle,

without prejudice to either Party; and (c) Defendants will not have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement.

Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

VI. MISCELLANEOUS PROVISIONS

A. LWDA NOTICE

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(1)(2). Plaintiffs will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. VOLUNTARINESS

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

C. AMENDMENTS

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiffs and an authorized representative of Defendants.

D. ASSIGNMENT

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiffs' Counsel, or Defense Counsel without the express written consent of each Party. Plaintiffs expressly warrant that they have not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

E. REPRESENTATION AND WARRANTIES

Plaintiffs' Counsel and Plaintiffs jointly and severally represent and warrant to Defendants that there are no attorneys beyond those named as Plaintiffs' Counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby.

F. GOVERNING LAW

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

G. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof.

H. COUNTERPARTS

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax, electronic signature via DocuSign, or PDF signature on this Agreement shall be as valid as an original signature.

I. MEET AND CONFER REGARDING DISPUTE(S)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiffs' Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

The Parties agree to fully cooperate with each other to accomplish the terms of this

Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Agreement and the terms set forth herein. The Parties' counsel can agree to non-material changes to this Agreement and the Parties agree to act in good faith to address any concerns raised by the Court in connection with the approval hearing.

J. COOPERATION IN DRAFTING

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

K. FAIR SETTLEMENT

Plaintiffs, Defendants, Plaintiffs' Counsel, and Defendants' Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action as to Defendants and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

L. CONTINUING JURISDICTION

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the Aggrieved Individuals to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement. In the event that either party must enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to their attorneys' fees and costs.

M. NO RELIANCE ON REPRESENTATIONS

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

DATED: 6/3/2024, 2024



PLAINTIFF JAVIER CUEVAS

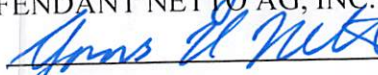
DATED: 06032024, 2024



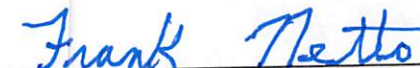
PLAINTIFF ADRIAN CUEVAS

DATED: 6-10-, 2024


DEFENDANT NETTO AG, INC.

By: 
Its: CEO

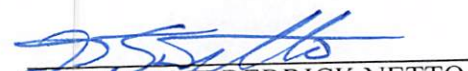
DATED: 6-10, 2024


DEFENDANT FRANK NETTO

DATED: 6-10, 2024


DEFENDANT JAMES NETTO

DATED: 6-10, 2024


DEFENDANT DERRICK NETTO

APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY

DATED: June 4, 2024



ENRIQUE MARTINEZ
Counsel for Plaintiffs

DATED: June 17, 2024



CHARLES P. HAMAMJIAN
Counsel for Defendants