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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

AGUSTIN ROMAN, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

COAST CITRUS DISTRIBUTORS, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 20STCV27599

PAGA REPRESENTATIVE ACTION

Assigned for all purposes to Honorable
Yolanda Orozco. Department 31

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE OF
PAGA CLAIMS**

Action Filed: July 16, 2020

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I. Representations by Defendant 11

1 **JOINT STIPULATION OF SETTLEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiff AGUSTIN ROMAN (“Plaintiff”), individually and in his capacity as a representative
3 of the State of California on behalf of other aggrieved employees, and Defendant COAST CITRUS
4 DISTRIBUTORS (“Defendant”) (collectively, “Parties”), enter into this Settlement Agreement and
5 Release of Private Attorneys General Act of 2004 (“PAGA”) Claims (“Settlement”) as follows:

6 **I. DEFINITIONS**

7 As used in this Settlement, the following terms shall have the following meanings:

8 “Action” shall mean the civil action entitled *Roman v. Coast Citrus Distributors, et al.*, filed in the
9 Superior Court for the County of Los Angeles on July 16, 2020, designated as Case No. 20STCV27599.

10 “Defendant” shall mean Coast Citrus Distributors.

11 “Defense Counsel” shall mean Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

12 “Effective Date” refers to the date upon which the approval of the Settlement is granted by the
13 Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this
14 matter.

15 “LWDA” refers to the California Labor & Workforce Development Agency.

16 “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code
17 Sections 2698 *et seq.*

18 “PAGA Period” shall mean July 16, 2019, through July 10, 2021.

19 “PAGA Settlement Members” shall mean all persons employed by Defendant as a non-exempt
20 employee in California at any time during the PAGA Period. For purposes of this Settlement only, and not
21 otherwise as an admission of any misconduct or wrongdoing by Defendant, Defendant and Plaintiff
22 stipulates that all PAGA Settlement Members are aggrieved employees pursuant to PAGA.

23 “PAGA Fund” shall mean the Total Settlement Payment, less Plaintiff’s Counsel Payment,
24 Plaintiff’s Individual Payment in exchange for a general release, and the Settlement Administration
25 Costs.

26 “Plaintiff” refers to Agustin Roman, individually and in his capacity as a representative of the
27 State of California on behalf of other aggrieved employees.

28 “Plaintiff’s Counsel” refers to Moon & Yang, APC.

1 “Parties” collectively refers to Plaintiff and Defendant.

2 “Released Claims” shall mean any and all claims, whether known or unknown, to recover civil
3 penalties pursuant to PAGA for claims asserted or that could have been alleged arising out of the facts,
4 circumstances, and primary rights at issue in the Action, including under California Labor Code §§ 201-
5 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2 1197, 1197.1, 1198, 2802, and any
6 category of violations identified in Labor Code § 2699.5, and the related applicable IWC Wage Order
7 provision for the PAGA Period.

8 “Released Parties” shall mean Defendant Coast Citrus Distributors and all of its subsidiary
9 companies, affiliates, holding companies, successors, partners, shareholders, insurers, legal
10 representatives, assigns, employees, officers, directors, attorneys, and agents.

11 “Release by Plaintiff” shall mean, in addition to the Released Claims, Plaintiff makes
12 the additional general release of all claims, known or unknown, in exchange and consideration
13 of Individual Payment described in IV(D).

14 “Settlement Administrator” refers to a qualified, third-party settlement administrator agreed to by
15 the Parties to administer the terms of the Settlement. The Parties agree to utilize ILYM Group, Inc. to
16 administer the Settlement, at an estimated cost of \$3,500.00.

17 **II. RECITALS**

18 On July 15, 2020, Plaintiff sent a letter to the LWDA under California Labor Code section 2699.3.
19 More than 65 days passed after Plaintiff sent the letter to the LWDA, and the LWDA has not indicated that
20 it intends to investigate the alleged violations referenced in the letter.

21 Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the
22 Action and have made a thorough study of the legal principles applicable to the claims asserted against
23 Defendant. Based on their investigation and evaluation of this case, Plaintiff’s Counsel concluded that the
24 settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the
25 defenses asserted by Defendant, potential adverse findings regarding liability, and numerous potential
26 appellate issues.

1 Defendant denies, and continues to deny, every claim and contention alleged in the Action and
2 continues to maintain that it never engaged in any unlawful acts regarding any of the matters alleged in the
3 Action.

4 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
5 forth, the Parties agree as follows:

6 **III. NON-ADMISSION OF LIABILITY**

7 Based on the factual and legal issues involved, the expense and time necessary to prosecute the
8 Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof, and the
9 relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties
10 have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best
11 interests of the PAGA Settlement Members.

12 By entering into this Settlement, Defendant denies any liability for any of the claims in the Action,
13 as well as any other potential or unknown claims based on wage and hour violations under state or federal
14 law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to
15 carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or
16 indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever.
17 Defendant specifically denies that it has engaged in any unlawful or wrongful conduct against Plaintiff or
18 the PAGA Settlement Members.

19 **IV. TERMS OF THE PAGA SETTLEMENT**

20 **A. The Total Settlement Payment**

21 Defendant shall pay a settlement payment in a total amount not to exceed \$300,000.00 (“Total
22 Settlement Payment”). The Total Settlement Payment shall include settlement administrative fees and
23 costs, Plaintiff’s Counsel Payment, Plaintiff’s Individual Payment, and the PAGA Fund. Defendant
24 represents that there are approximately 8,321 pay periods and 208 PAGA Settlement Members. In the
25 event that actual number of pay periods exceeds the 8,321 estimate by 10%, Defendant agrees to an
26 escalation clause. Specifically, Defendant agrees to pay an additional 1% for every 1% increase in pay
27 periods over the 10% threshold.
28

1 **B. Plaintiff's Counsel Payment of Attorneys' Fees and Costs**

2 Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third
3 (1/3) of the Total Settlement Payment, and Plaintiff's Counsel will also seek reimbursement of reasonable
4 litigation costs (attorneys' fees and reasonable litigation costs referred to as "Plaintiff's Counsel
5 Payment"). Attorneys' fees shall not exceed one-third (1/3) of the Total Settlement Payment, and costs are
6 estimated not to exceed \$15,000.

7 Defendant will not oppose or object to Plaintiff's Counsels' application for attorneys' fees, not to
8 exceed one-third (1/3) of the Total Settlement Payment plus all documented and reasonable litigation costs
9 and expenses. In the event that the Court does not approve an award of attorneys' fees equal to the
10 requested amount, or the Court alters the payment methodology described herein, Plaintiff's Counsel
11 agrees not to seek additional review of the Court's decision regarding attorneys' fees, and this Settlement
12 will be enforceable. Plaintiff's Counsel Payment will come from the Total Settlement Payment. Any
13 reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA
14 Fund.

15 **C. Settlement Administration Fees and Costs**

16 Settlement administration shall be done by a qualified, third-party settlement administrator agreed
17 to by the Parties and approved by the Court ("Settlement Administrator"). The Parties agree the Settlement
18 Administrator's fees and costs will come from the Total Settlement Payment. This includes all fees and
19 costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement
20 Administrator to implement and complete the settlement process according to the terms of this Settlement,
21 to calculate payments to individual PAGA Settlement Members, any cost associated with the escheatment
22 process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for
23 PAGA Settlement Members, and any other related fees and costs (the "Settlement Administrative Costs").
24 Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

25 **D. Individual Payment**

26 Subject to Court approval, Defendant will not oppose payment from the Total Settlement
27 Payment of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for Plaintiff's
28 agreement to a general release of the Released Parties from all claims, demands, rights,

1 liabilities, actions, grievances, demands for arbitration, and causes of action of every nature and
2 description whatsoever, known or unknown, pending or threatened, asserted or that might have
3 been asserted, whether brought in tort or in contract, whether under state or federal or local law.

4 Except as otherwise specifically provided under this Settlement, Plaintiff expressly
5 waives and relinquishes all rights and benefits afforded by § 1542 of the Civil Code of the State
6 of California, which states:

7 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
8 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
9 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
10 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
11 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
12 **DEBTOR OR RELEASED PARTY.”**

13 **E. PAGA Fund**

14 After deducting the Plaintiff’s Counsel’s Fee’s and Costs, Plaintiff’s Individual Payment, and
15 Settlement Administration Costs, the remainder of the Total Settlement Payment shall be allocated toward
16 payment to the Labor & Workforce Development Agency and PAGA Settlement Members (the “PAGA
17 Fund”).

18 The Settlement Administrator will send seventy-five percent (75%) of the PAGA Fund to the
19 LWDA and allocate twenty-five percent (25%) of the PAGA Fund among the PAGA Settlement
20 Members, based on his or her proportionate share of the weeks worked during the PAGA Period.

21 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

22 **A. Deposit of Total Settlement Payment**

23 The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section
24 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement
25 Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate
26 all settlement checks and withholdings required under law based on information that Defendant will
27 confidentially furnish. The Settlement Administrator will calculate no payroll deductions under this
28 Settlement, since the Parties are not classifying any part of the Settlement as wages.

1 Defendant shall deposit the Total Settlement Payment with the Settlement Administrator the later
2 of fourteen (14) business days following the Effective Date.

3 **B. Formula for Calculating Share of PAGA Fund**

4 The portion of the PAGA Fund Settlement Administrator will pay to each PAGA Settlement
5 Member shall be determined based on the number of weeks worked by each PAGA Settlement Member
6 during the PAGA Period. Partial weeks count as full workweeks. The Settlement Administrator will
7 determine the amount paid per week worked by a PAGA Settlement Member by dividing the value of the
8 portion of the PAGA Fund paid to PAGA Settlement Members by the total number of weeks worked by
9 all PAGA Settlement Members during the PAGA Period. Defendant's records shall be determinative for
10 purposes of calculating the number of weeks worked and any payments to PAGA Settlement Members.

11 **C. Distribution of PAGA Fund**

12 Defendant shall provide the Settlement Administrator with a list of the names and addresses of the
13 PAGA Settlement Members, within five (5) court days after the Court issues an Order approving the
14 Settlement. Defendant will provide the contact information confidentially to the Settlement Administrator
15 only, and the Settlement Administrator shall treat the information as private and confidential and take all
16 necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement
17 Members. The Settlement Administrator will only use this information to carry out its duties as specified
18 in this Settlement.

19 Within seven (7) days after Defendant fully funds the Total Settlement Payment, the Settlement
20 Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA
21 Fund, or as otherwise directed by the Court.

22 Within seven (7) days after Defendant fully funds the Total Settlement Payment the Settlement
23 Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund
24 or as otherwise directed by the Court.

25 Within seven (7) days after Defendant fully funds the Total Settlement Payment, the Settlement
26 Administrator shall distribute to the Plaintiff's Counsel their court-approved Plaintiff's Counsel Payment
27 and approved litigation costs.
28

1 Within seven (7) days after Defendant fully funds the Total Settlement Payment, the Settlement
2 Administrator shall distribute to Plaintiff his Individual Payment.

3 The Settlement Administrator will send the payments to the PAGA Settlement Members by
4 postmarked First Class U.S. Mail, along with a letter explaining the settlement in substantially the same
5 form as Exhibit A hereto.

6 To provide the best notice and delivery of the payments to the PAGA Settlement Members, the
7 Settlement Administrator will send any payment to a PAGA Settlement Member returned as non-delivered
8 by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding
9 address is provided for payment to a PAGA Settlement Member that is returned as non-deliverable, the
10 Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address
11 verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA
12 Settlement Members and will then mail the payment to the address identified by the best available
13 technology accessible to the Settlement Administrator or other mutually agreeable method. If no current
14 address is located, the payment for that individual will be deemed undeliverable. If any PAGA Settlement
15 Members cannot be located within two attempts at mailings by the Settlement Administrator, the payment
16 for that Settlement Member will be deemed undeliverable.

17 The Settlement Administrator shall maintain a list of the postmark date for the original mailing of
18 the payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA
19 Settlement Member, and a list of PAGA Settlement Members who did not receive their payments due to
20 the inability to locate a valid address using the procedures described herein or who otherwise could not be
21 located within two attempts at mailing.

22 All settlement checks will remain valid and negotiable for 180 days from the date of their mailing
23 by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement
24 Administrator, any uncashed checks will be void and escheat to the California State Controller's Office in
25 the name of the individual Settlement Member who did not cash his or her check and the individual
26 Settlement Member will remain bound by the Settlement.

1 No later than January 31 of the year following payment of their individual portion of the PAGA
2 Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members
3 who received a payment.

4 **D. Settlement Administration Payment**

5 Within seven (7) days after Defendant fully funds Total Settlement Payment, the Settlement
6 Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

7 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

8 **A. Claims Released by the LWDA and All PAGA Settlement Members**

9 Upon the date of entry of an order by the Court in this Action approving this Settlement, and
10 payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members, including
11 Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a
12 result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in
13 any other claim brought under, the California Private Attorneys General Act, California Labor Code §
14 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

15 **B. Tax Treatment and Tax Indemnification**

16 PAGA Settlement Members will assume any tax obligations or consequences that may arise from
17 this Settlement. PAGA Settlement Members release any and all claims that they have or may have against
18 Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties,
19 taxes, indemnification, and any other recoveries related to any payments made under this Settlement or
20 any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal
21 taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for
22 their individual share of taxes related to any payments made under this Settlement or any compensation
23 provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member shall
24 be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties
25 brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or
26 federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or
27 federal taxing authority, they shall contact the Settlement Administrator. The PAGA Settlement Members
28

1 shall not contact Defendant, any of the Released Parties, or Defense Counsel for any questions from this
2 section.

3 **VII. MISCELLANEOUS PROVISIONS**

4 **A. Mutual Full Cooperation**

5 Plaintiff and Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with
6 each other to accomplish the terms of this Settlement, including, but not limited to, execution of such
7 documents and to take such other action as may reasonably be necessary to implement the terms herein.
8 The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the
9 Court, or otherwise, to effectuate this Settlement.

10 **B. Parties' Authority**

11 The signatories hereto represent that they are fully authorized to enter into this Settlement.

12 **C. Binding Nature of the Settlement**

13 This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the
14 Released Parties. Plaintiff represents, covenants, and warrants that he has not directly or indirectly,
15 assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the
16 Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff and the PAGA
17 Settlement Members.

18 This Settlement may be amended or modified only by a written instrument. No rights under this
19 Settlement may be waived except in writing.

20 This Settlement constitutes the entire agreement between Plaintiff and Defendant relating to the
21 settlement of the PAGA cause of action alleged in this action. All prior or contemporaneous agreements,
22 understandings and statements, whether oral or written, whether express or implied, and whether by a party
23 or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties
24 or inducements have been made to any party concerning this Settlement other than the representations,
25 warranties and covenants contained and memorialized in such documents.

26 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
27 reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its
28 provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

1 **D. Joint Drafting of Settlement Documents**

2 Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of
3 arm's-length negotiations, taking into account all relevant factors, present and potential.

4 This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore,
5 in any construction or interpretation of this Settlement, the same shall not be construed against any of the
6 Parties.

7 **E. Execution of the Settlement**

8 This Settlement may be executed in one or more counterparts and by facsimile, DocuSign and any
9 other electronic method. All executed copies of this Settlement and photocopies thereof shall have the
10 same force and effect and shall be as legally binding and enforceable as the original.

11 **F. Continuing Jurisdiction of the Court**

12 Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall
13 retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance
14 of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of
15 this Settlement.

16 **G. Limitation on Public Statements About Settlement**

17 Plaintiff's Counsel and Defense Counsel represent that they have not and will not issue any press,
18 publications, or other media releases about the Settlement (including, but not necessarily limited to
19 advertising or marketing materials or on social media) or have any communication with the press or media
20 or anyone else regarding the Settlement.

21 **H. Representations by Plaintiff**

22 Plaintiff acknowledges the following:

- 23 (a) Plaintiff has carefully read and fully understand all of the provisions of this
24 Settlement;
- 25 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
26 Settlement and have not been coerced, threatened, or intimidated into executing
27 this Settlement;
- 28

(c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with his attorneys before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

I. Representations by Defendant

Defendant acknowledge the following:

(a) Released Parties have carefully read and fully understand all of the provisions of this Settlement;

(b) Released Parties knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

(c) Released Parties were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorney before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Released Parties acknowledge that all parties shall bear their own fees and costs through the conclusion of this action.

AGREED TO BY PLAINTIFF:

DATED:

AGUSTIN ROMAN, individually and on behalf of
other aggrieved employees

AGREED TO BY DEFENDANT:

DATED: July 6, 2021

COAST CITRUS DISTRIBUTORS



Vice President/CFO

Title

1 AGREED TO BY PLAINTIFF'S COUNSEL:

2 DATED:

3 **MOON & YANG, APC**

4 _____
5 Kane Moon
6 Lilit Ter-Astvatsatryan

7 AGREED TO BY DEFENDANT'S COUNSEL:

8 DATED: July 6, 2021

9 **OGLETREE, DEAKINS, NASH, SMOAK &**
10 **STEWART, P.C.**

11 **Tim L. Johnson**

12 _____
13 Spencer C. Skeen
14 Tim L. Johnson
15 Cameron O. Flynn

(c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with his attorneys before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all parties shall bear their own fees and costs through the conclusion of this action.

I. Representations by Defendant

Defendant acknowledge the following:

(a) Released Parties have carefully read and fully understand all of the provisions of this Settlement;

(b) Released Parties knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

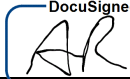
(c) Released Parties were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorney before signing this Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Released Parties acknowledge that all parties shall bear their own fees and costs through the conclusion of this action.

AGREED TO BY PLAINTIFF:

DATED: 7/6/2021

AGUSTIN ROMAN, individually and on behalf of
other aggrieved employees

DocuSigned by:

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AGREED TO BY DEFENDANT:

DATED:

COAST CITRUS DISTRIBUTORS

Title

1 AGREED TO BY PLAINTIFF'S COUNSEL:

2 DATED: July 6, 2021

3 **MOON & YANG, APC**

4 

5 _____
Kane Moon
Lilit Ter-Astvatsatryan

6 AGREED TO BY DEFENDANT'S COUNSEL:

7 DATED:

8 **OGLETREE, DEAKINS, NASH, SMOAK &
9 STEWART, P.C.**

10 _____
Spencer C. Skeen
11 Tim L. Johnson
12 Cameron O. Flynn