

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon Chang (SBN 316197)

brandon@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ALVARO LOPEZ CABRERA,
as an aggrieved employee, and on behalf of all other
aggrieved employees

VARNER & BRANDT LLP

Richard D. Marca (SBN 127365)

richard.marca@varnerbrandt.com

Alisha L. Maline (SBN 345697)

alisha.maline@varnerbrandt.com

3750 University Ave., Suite 610

Riverside, CA 92501

Tel: (951) 274-7777; Fax: (951) 274-7770

Attorneys for Defendants

AGRESERVES, INC., a Utah corporation, doing business as SOUTH VALLEY
FARMS and doing business as DESERT FARMS OF CALIFORNIA (erroneously
sued herein as SOUTH VALLEY ALMOND COMPANY, LLC)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

ALVARO LOPEZ CABRERA, as an
aggrieved employee, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys' General Act of
2004,

Plaintiff,

v.

SOUTH VALLEY ALMOND COMPANY,
LLC, a California limited liability company;
AGRESERVES, INC., a Utah Corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: BCV-21-100722

REPRESENTATIVE ACTION

[Assigned for all purposes to the Hon.
Bernard C. Barmann, Jr. in Division H]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Complaint Filed: April 1, 2021
Trial Date: None set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 ALVARO LOPEZ CABRERA (“Plaintiff”) individually and on behalf of the Settlement Class,
4 on the one hand; and defendants AGRESERVES, INC., a Utah corporation, doing business as
5 SOUTH VALLEY FARMS and as DESERET FARMS OF CALIFORNIA (erroneously sued
6 herein as SOUTH VALLEY ALMOND COMPANY, LLC) (hereinafter “Defendant” or
7 “AgReserves”), on the other hand, in the lawsuit entitled *ALVARO LOPEZ CABRERA v. SOUTH*
8 *VALLEY ALMOND COMPANY, LLC., a California limited liability company; et al.*, pending in
9 the United States District Court, Eastern District of California, Court Case No. 1:21-CV-00748-
10 ADA-CDB (the “Action”). Plaintiff and Defendant shall be, at times, collectively referred to as
11 the “Parties”. This Agreement is intended by the Parties to fully, finally, and forever resolve the
12 claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

13 **1. DEFINITIONS**

14 **A. “Action”** means *ALVARO LOPEZ CABRERA v. SOUTH VALLEY ALMOND*
15 *COMPANY, LLC., a California limited liability company; et al.*, filed in Kern County Superior
16 Court, Case No. BCV-21-100722.

17 **B. “Aggrieved Employees”** means all current and former non-exempt employees of
18 Defendant within the State of California at any time during the PAGA Period.

19 **C. “Class Counsel”** means: David D. Bibiyan, Jeffrey D. Klein, and Vedang J. Patel
20 of Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term
21 “Plaintiff’s Counsel.”

22 **D. “Class Period”** means the period from April 1, 2017 through the date of
23 preliminary approval.

24 **E. “Class Notice”** means and refers to the notice sent to Class Members after
25 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
26 Agreement.

27 **F. “Court”** means the Superior Court of the State of California, County of Kern.

28 **G. “Final Approval Date”** means the later of: (1) the date the Court signs an Order

1 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there are
2 objections to the settlement, and if an appeal, review or writ is not sought from the order granting
3 final approval of the settlement, the 31st day after service of notice of entry of the order; or (c) if
4 an appeal, review or writ is sought from the order, the day after the order is affirmed or the appeal,
5 review or writ is dismissed or denied, and the order is no longer subject to further judicial review.

6 **H. “Defendant”** means AgReserves, Inc., a Utah corporation.

7 **I. “Employer Taxes”** means employer-funded taxes and contributions imposed on
8 the wage portions of the Individual Settlement Payments under the Federal Insurance
9 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
10 and contributions required of employers, such as for unemployment insurance.

11 **J. “General Release”** means the broader release of claims by Plaintiff, which is in
12 addition to Plaintiff’s limited release of claims as a Participating Class Member.

13 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of One
14 Million Four Hundred Fifty Thousand Dollars and Zero Cents (\$1,450,000.00),¹ which shall be
15 paid by Defendant, from which all payments for the Individual Settlement Payments to
16 Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement
17 of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service
18 Award, the PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes
19 Employer Taxes, which shall be paid by Defendant separate, apart, and in addition to the Gross
20 Settlement Amount.

21 **L. “Individual PAGA Payment”** means a payment made to an Aggrieved
22 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
23 Individual Settlement Share if he or she is also a Participating Class Member.

24 **M. “Individual Settlement Payment”** means a payment to a Participating Class
25 Member of his or her net share of the Net Settlement Amount.

26 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
27 Amount that a Participating Class Member is projected to receive based on the number of

28 ¹ As the same may be increased in accordance with Paragraph 17, below.

1 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
2 shall be reflected in his or her Class Notice.

3 **O. “LWDA Payment”** means the payment to the State of California Labor and
4 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
5 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
6 Settlement Amount. The Parties have agreed that One Hundred Thousand Dollars and Zero Cents
7 (\$100,000.00) shall be allocated toward PAGA penalties, of which Seventy Five Thousand
8 Dollars and Zero Cents (\$75,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and
9 Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) will be paid to Aggrieved
10 Employees on a *pro rata* basis based on the Workweeks worked for Defendant as a non-exempt,
11 hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

12 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
13 that is available for distribution to the Participating Class Members after deductions for the Court-
14 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
15 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
16 Payment, and the PAGA Payment.

17 **Q. “Operative Complaint” or “Complaint”** means the First Amended Complaint
18 to be filed with the Court.

19 **R. “PAGA Payment** is the 25% portion of the One Hundred Thousand Dollars and
20 Zero Cents (\$100,000.00) that is allocated toward PAGA penalties (amounting to Twenty Five
21 Thousand Dollars and Zero Cents (\$25,000.00)) that will be paid to Aggrieved Employees on a
22 *pro rata* basis based on the Workweeks worked as non-exempt, hourly-paid employees in
23 California in the PAGA Period, which would be in addition to their Individual Settlement
24 Payment if they are Participating Class Members, as well.

25 **S. “PAGA Period”** means the period from April 1, 2020 through the end of the Class
26 Period.

27 **T. “Participating Class Members”** means all Settlement Class Members who do
28 not submit a timely and valid Request for Exclusion.

1 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
2 Settlement Amount that a Participating Class Member is eligible to receive based on the number
3 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
4 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
5 may be entitled if he or she is also an Aggrieved Employee.

6 **V. “Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to
7 Plaintiff Alvaro Lopez Cabrera.

8 **W. “Preliminary Approval Date”** means the date on which the Court enters an
9 Order granting preliminary approval of the Settlement.

10 **X. “Released Parties”** shall mean Defendant and each of its past, present, and future
11 respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored
12 employee benefit plans of any nature and their successors and predecessors in interest, including
13 all of their officers, directors, shareholders, exempt employees, agents, principals, heirs,
14 representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,
15 trustees, and agents.

16 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
17 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
18 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
19 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
20 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
21 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
22 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
23 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
24 Workweek Dispute was submitted by the Response Deadline.

25 **Z. “Request for Exclusion”** means a written request to be excluded from the
26 Settlement Class pursuant to Paragraph 9(C) below.

27 **AA. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
28 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval,

1 will be paid out of the Gross Settlement Amount.

2 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
3 Administrator in administration of the Settlement, including, but not limited to, translating the
4 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
5 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
6 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
7 taxes and withholdings, providing declarations, generating Individual Settlement Payment
8 checks and related tax reporting forms, doing administrative work related to unclaimed checks,
9 transmitting payment to Class Counsel for the Court-approved amounts for attorneys’ fees and
10 reimbursement of litigation costs and expenses, to Plaintiffs for their Service Award, and to the
11 LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related
12 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
13 all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated
14 not to exceed Thirteen Thousand Eight Hundred Dollars and Zero Cents (\$13,800.00). If the
15 actual amount of the Settlement Administration Costs is less than \$13,800.00, the difference
16 between \$13,800.00 and the actual Settlement Administration Costs shall be a part of the Net
17 Settlement Amount. If the Settlement Administration Costs exceed \$13,800.00, then such excess
18 will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for
19 paying any additional funds in order to pay these additional costs.

20 **CC. “Settlement Administrator”** means the Third-Party Administrator mutually
21 agreed upon by the Parties that will be responsible for the administration of the Settlement
22 including, without limitation, translating the Class Notice in Spanish, the distribution of the
23 Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount
24 and related matters under this Agreement.

25 **DD. “Settlement Class” or “Settlement Class Members”** means all current and
26 former non-exempt employees of Defendant within the State of California at any time during the
27 Class Period.

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1 **EE.** “**Workweeks**” means the number of weeks that a Settlement Class Member was
2 employed by the Defendant in a non-exempt, hourly position during the Class Period in
3 California, based on hire dates, re-hire dates (as applicable), and termination dates (as
4 applicable).

5 **2. BACKGROUND**

6 **A.** On August 10, 2020, Plaintiff filed with the LWDA and served on Defendant a
7 notice (the “PAGA Notice”) under Labor Code section 2699.3 stating Plaintiff intended to serve
8 as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various
9 Labor Code violations.

10 **B.** On April 1, 2021, Plaintiff filed a putative wage-and-hour class action complaint
11 in the Kern County Superior Court, Case Number BCV-21-100733, alleging that, during the
12 Class Period, Defendant, as it pertains to Class Members: (1) failed to pay overtime wages; (2)
13 failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof;
14 (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due
15 upon separation from employment; (6) failed to issue accurate and compliant wage statements;
16 (7) failed indemnify for necessary business expenses; and (8) engaged in unfair competition (the
17 “Class Action”). Defendant removed the case to the United States District Court for the Eastern
18 District of California on May 7, 2021, Case Number 1:21-CV-00748-AWI-JLT. Thereafter, on
19 January 6, 2022, Plaintiff filed a First Amended Complaint in the Class Action.

20 **C.** Also on April 1, 2021, after sixty-five (65) days had passed since Plaintiff filed
21 and served the PAGA Notice, without any action by the LWDA with respect to the alleged Labor
22 Code violations, Plaintiff filed a separate representative action in Kern County Superior Court,
23 Case Number BCV-21-100722, under the Labor Code Private Attorneys’ General Act of 2004
24 seeking civil penalties against Defendant for the Labor Code violations alleged in the PAGA
25 Notice (the “PAGA Action”).

26 **D.** Thereafter, the Parties agreed to exchange informal discovery and attend an early
27 mediation, in which Defendant provided Plaintiff with, among other things: (1) a 10% sampling
28 of time and payroll records for the estimated 1,158 Class Members who worked between March

1 31, 2017 through September 9, 2022; (2) a list of all Class Members with dates of employment,
2 job titles, and average hourly rates of pay for all Class Members; (4) Defendant's written wage
3 and hour policy documents and employee handbooks in effect during the Class Period; and (5)
4 Plaintiff's personnel records and employment files.

5 **E.** On July 11, 2023, the Parties participated in a full-day mediation before Lynn
6 Frank Esquire, a well-regarded mediator experienced in mediating complex labor and
7 employment matters. With the aid of the mediator's evaluation, the Parties reached the Settlement
8 to resolve the Action. As part and parcel to the Settlement, the Parties agree to stipulate to
9 Plaintiff filing a First Amended Complaint in the PAGA Action, and dismiss the Class Action
10 without prejudice, thereby effectively consolidating the PAGA Action and the Class Action, as
11 further set out below (hereinafter, the "Action").

12 **F.** Class Counsel has conducted significant investigation of the law and facts relating
13 to the claims asserted in the Class Action, PAGA Action, and the PAGA Notice, and have
14 concluded that the Settlement set forth herein is fair, reasonable, adequate, and in the best
15 interests of the Settlement Class, taking into account the sharply contested issues involved, the
16 expense and time necessary to litigate the Action through trial and any appeals, the risks and
17 costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of
18 complex litigation, the information learned through informal discovery regarding Plaintiff's
19 allegations, and the substantial benefits to be received by Settlement Class Members.

20 **G.** Defendant has concluded that, because of the substantial expense of defending
21 against the Action, the length of time necessary to resolve the issues presented herein, the
22 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
23 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
24 claims asserted against it in the Action and the PAGA Notice. However, Defendant nevertheless
25 desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
26 continuing litigation and for the purpose of putting to rest the controversies engendered by the
27 Action.

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1 **H.** This Agreement is intended to and does effectuate the full, final, and complete
2 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
3 PAGA Released Claims of Plaintiffs and, to the extent permitted by law, of the State of California
4 and Aggrieved Employees.

5 **3. JURISDICTION**

6 The Court has jurisdiction over the Parties and the subject matter of the Action. The
7 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
8 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
9 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
10 pursuant to California Rule of Court, rule 3.769, subdivision (h).

11 **4. STIPULATION OF CLASS CERTIFICATION**

12 The Parties stipulate to the certification of the Settlement Class under this Agreement for
13 purposes of settlement only.

14 **5. AMENDMENT OF PLEADING AND MOTIONS FOR APPROVAL OF**
15 **SETTLEMENT**

16 The Parties hereby agree to stipulate to the filing of a First Amended Complaint in the
17 PAGA Action that includes all of the allegations in the Class Action. If and when the First
18 Amended Complaint is filed in the PAGA Action, Plaintiff will dismiss the Class Action without
19 prejudice, thereby effectively consolidating all allegations in the Class Action into the PAGA
20 Action.

21 After full execution of this Agreement, Plaintiff will move for an order granting
22 preliminary approval of the Settlement, approving and directing the mailing of the proposed
23 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally
24 certifying the Settlement Class for settlement purposes only, and approving the deadlines
25 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and
26 Objections. If and when the Court preliminarily approves the Settlement, and after administration
27 of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order,
28 Plaintiffs will move for an order finally approving the Settlement and seek entry of a Judgment

1 in line with this Settlement. The Parties may both respond to any Objections lodged to final
2 approval of the Settlement up to five (5) court days before the Final Approval Hearing.

3 The Parties hereby expressly agree that if the Court does not finally approve the
4 Settlement, the Parties will return to their respective positions as if the Agreement was not entered
5 into, the First Amended Complaint will be null and void, the only operative claims in the PAGA
6 Action will be the PAGA claims, and Plaintiff will be permitted to separately refile the Class
7 Action in the United States District Court for the Eastern District of California, the re-filing shall
8 relate back to the original filing date of the Class Action, and Defendants will be estopped from
9 making any argument that there is any adverse effect on the statute of limitations caused by the
10 dismissal of the Class Action without prejudice to effectuate this consolidation.

11 **6. STATEMENT OF NO ADMISSION**

12 Defendant denies any wrongdoing of any sort and further deny any liability to Plaintiff
13 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
14 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims or
15 allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein, in
16 the event that this Agreement is not approved by the Court, or any appellate court, is terminated,
17 or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or
18 affected in any way any claims, rights or remedies, or defenses in the Action or the PAGA Notice,
19 and Defendant will not be deemed to have waived, limited, or affected in any way any of their
20 objections or defenses in the Action and the PAGA Notice. The Parties shall be restored to their
21 respective positions in the Action prior to the entry of this Settlement.

22 **7. RELEASE OF CLAIMS**

23 **A. Release by All Participating Class Members.**

24 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
25 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross
26 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and
27 all Participating Class Members release all claims, debts, liabilities, demands, actions, or causes
28 of action against the Released Parties asserted in the Operative Complaint filed in the Action, or

1 that reasonably could have been alleged based on the factual allegations contained in the
2 Operative Complaint including, but not limited to, claims pursuant to Labor Code sections, 201,
3 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 510, 512, 1174(d), 1182.5, 1194, 1194.2, 1197,
4 1197.1, 2800, 2802, 2810.5, 2699, *et seq.*, and the Industrial Welfare Commission Wage Orders,
5 and also any claim for unpaid wages, including under any theory of rounding, unpaid minimum
6 wage, off-the-clock work, meal and rest period violations, waiting time penalties, itemized wage
7 statement penalties, expense reimbursements, safety equipment reimbursements, wages for
8 unpaid time, other related wages, restitution, disgorgement, civil or statutory penalties, attorneys'
9 fees, and/or costs and all claims under the Unfair Competition Law, Business & Professions Code
10 section 17200, *et seq.*, (the "Class Released Claims").

11 **B. Release by All Aggrieved Employees**

12 For Aggrieved Employees, and, to the extent permitted by law, the State of California,
13 the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice
14 and thereafter alleged in the Operative Complaint for PAGA civil penalties pursuant to Labor
15 Code sections 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 510, 512, 1174(d), 1182.5,
16 1194, 1194.2, 1197, 1197.1, 2800, 2802, 2810.5, 2699, *et seq.* (the "PAGA Released Claims").
17 The Class Released Claims and PAGA Released Claims shall be referred to herein as the
18 "Released Claims".

19 **C. Claims Not Released**

20 The releases above expressly exclude all other claims, including claims for vested
21 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
22 compensation, and any other claims outside of the Class Released Claims of Participating Class
23 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
24 Employees (and, to the extent permitted by law, the State of California) arising outside of the
25 PAGA Period.

26 **D. General Release.**

27 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
28 of Judgment, and payment by Defendant to the Settlement Administrator selected of the full

1 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in
2 addition to the Released Claims, Plaintiff makes the additional following General Release:
3 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
4 action of every nature and description whatsoever, known or unknown, asserted or that might
5 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
6 law or regulation arising out of, relating to, or in connection with any act or omission of the
7 Released Parties through the date of full execution of this Agreement in connection with
8 Plaintiff's employment with Defendant or the termination thereof, except for any and all other
9 claims that may not be released as a matter of law through this Agreement. To the extent of the
10 General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order
11 granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the
12 Settlement Administrator selected of the full Gross Settlement Amount and Employers' Taxes
13 necessary to effectuate the Settlement, they shall have expressly waived and relinquished, to the
14 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the
15 California Civil Code, or any other similar provision under federal or state law, which provides:

16 A general release does not extend to claims that the creditor or
17 releasing party does not know or suspect to exist in his or her
18 favor at the time of executing the release and that, if known by
19 him or her, would have materially affected his or her settlement
20 with the debtor or released party.

19 **8. SETTLEMENT ADMINISTRATOR**

20 A. Plaintiff and Defendant, through their respective counsel, have selected ILYM
21 Group, Inc., to administer the Settlement, which includes but is not limited to translating the
22 Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and
23 calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of
24 the Settlement Administrator, currently estimated to be \$13,800.00 will be paid from the Gross
25 Settlement Amount. If the actual amount of the Settlement Administration Costs is less than
26 \$13,800.00 the difference between \$13,800.00 and the actual Settlement Administration Costs
27 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
28 \$13,800.00, then such excess will be paid solely from the Gross Settlement Amount and

1 Defendant will not be responsible for paying any additional funds in order to pay these additional
2 costs.

3 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
4 **PROCESS**

5 **A. Notice to the Settlement Class Members**

6 (1) Within seven (7) calendar days after the Preliminary Approval Date,
7 Defendant's Counsel shall provide the Settlement Administrator with information with respect
8 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
9 currently in Defendant's possession, custody, or control; (3) last known telephone number(s)
10 currently in Defendant's possession, custody, or control; (4) last known Social Security
11 Number(s) in Defendant's possession, custody, or control; and (5) the dates of employment (*i.e.*,
12 hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class
13 Member ("Class List"). The Settlement Administrator shall perform an address search using the
14 United States Postal Service National Change of Address ("NCOA") database and update the
15 addresses contained on the Class List with the newly-found addresses, if any. Within seven (7)
16 calendar days, or soon thereafter, of receiving the Class List from Defendant, the Settlement
17 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
18 Members via first-class regular U.S. Mail using the most current mailing address information
19 available. The Settlement Administrator shall maintain the Class List and digital copies of all the
20 Settlement Administrator's records evidencing the giving of notice to any Settlement Class
21 Member, for at least four (4) years from the Final Approval Date.

22 (2) The Class Notice will set forth:

- 23 (a) the Settlement Class Member's estimated Individual
24 Settlement Payment and Individual PAGA Payment,
25 and the basis for each;
26 (b) the information required by California Rule of Court,
27 rule 3.766, subdivision (d);
28 (c) the material terms of the Settlement;

- 1 (d) the proposed Settlement Administration Costs;
- 2 (e) the definition of the Settlement Class;
- 3 (f) a statement that the Court has preliminarily approved
- 4 the Settlement;
- 5 (g) how the Settlement Class Member can obtain
- 6 additional information, including contact information
- 7 for Class Counsel;
- 8 (h) information regarding opt-out and objection
- 9 procedures;
- 10 (i) the date and location of the Final Approval Hearing;
- 11 and
- 12 (j) that the Settlement Class Member must notify the
- 13 Settlement Administrator no later than the Response
- 14 Deadline if the Settlement Class Member disputes the
- 15 accuracy of the number of Workweeks as set forth on
- 16 his or her Class Notice (“Workweek Dispute”). If a
- 17 Settlement Class Member fails to timely dispute the
- 18 number of Workweeks attributed to him or her in
- 19 conformity with the instructions in the Class Notice,
- 20 then he or she shall be deemed to have waived any
- 21 objection to its accuracy and any claim to any
- 22 additional settlement payment based on different data.

23 (3) If a Class Notice from the initial notice mailing is returned as

24 undeliverable, the Settlement Administrator will attempt to obtain a current address for the

25 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)

26 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class

27 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator

28 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class

1 Member within three (3) calendar days. Further, any Class Notices that are returned to the
2 Settlement Administrator with a forwarding address before the Response Deadline shall be
3 promptly re-mailed to the forwarding address affixed thereto.

4 (4) No later than seven (7) calendar days from the Response Deadline, the
5 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
6 completion of the notice process, including the number of attempts to obtain valid mailing
7 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
8 and copies of all Requests for Exclusion and Objections received by the Settlement
9 Administrator.

10 **B. Objections.**

11 Only Participating Class Members may object to the Settlement. In order for any
12 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
13 do so by mailing a written objection to the Settlement Administrator at the address or phone
14 number provided on the Class Notice no later than the Response Deadline. The Settlement
15 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's
16 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
17 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection should
18 set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of
19 the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether
20 the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
21 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
22 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
23 will remain a member of the Settlement Class and if the Court approves this Agreement, the
24 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
25 the same extent as a Settlement Class Member who does not object. The date of mailing of the
26 Class Notice to the objecting Settlement Class Member shall be conclusively determined
27 according to the records of the Settlement Administrator. Settlement Class Members need not
28 object in writing to be heard at the Final Approval Hearing; they may object or comment in

1 person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond
2 to any objection lodged with the Court up to five (5) court days before the Final Approval
3 Hearing.

4 **C. Requesting Exclusion.**

5 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the Settlement by
6 mailing a written request to be excluded from the Settlement ("Request for Exclusion") to the
7 Settlement Administrator, postmarked on or before the Response Deadline. To be valid, a
8 Request for Exclusion must include: (1) the Class Member's name; (2) the Class Member's
9 Social Security Number; (3) the Class Member's signature; and (4) the following statement:
10 "Please exclude me from the Settlement Class in the *Cabrera v. AgReserves, Inc.* matter" or any
11 statement of similar meaning standing for the proposition that the Class Member does not wish
12 to participate in the Settlement. The Settlement Administrator shall immediately provide copies
13 of all Requests for Exclusion to Class Counsel and Defendant's Counsel and shall report the
14 Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance
15 of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using this
16 procedure will not be entitled to receive any payment from the Settlement and will not be bound
17 by the Settlement Agreement or have any right to object to, appeal, or comment on the
18 Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting
19 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
20 those pertaining to the Released Claims, as well as any Judgment that may be entered by the
21 Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit
22 both a Request for Exclusion and an objection. If a Settlement Class Member submits an
23 Objection and a Request for Exclusion, the Request for Exclusion will control and the Objection
24 will be overruled. Settlement Class Members who worked during the PAGA Period as Aggrieved
25 Employees that submit a valid Request for Exclusion will still be deemed Aggrieved Employees,
26 will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA
27 Released Claims.

28 ///

1 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

2 Each Settlement Class Member may dispute the number of Workweeks attributed to him
3 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
4 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
5 Response Deadline. The Settlement Administrator shall immediately provide copies of all
6 disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all
7 such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant
8 and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the
9 dispute.

10 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
11 **PAGA PAYMENTS**

12 Individual Settlement Payments will be calculated and distributed to Participating Class
13 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
14 Members' respective number of Workweeks during the Class Period. Individual PAGA
15 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
16 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
17 number of Workweeks during the PAGA Period. Specific calculations of the Individual
18 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
19 follows:

20 **A.** The Settlement Administrator will determine the total number of Workweeks
21 worked by each Settlement Class Member during the Class Period ("Class Member's
22 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
23 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
24 Administrator will determine the total number of Workweeks worked by each Aggrieved
25 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
26 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
27 ("PAGA Workweeks").

28 **B.** To determine each Settlement Class Member's Individual Settlement Share, the

Settlement Administrator will use the following formula: Individual Settlement Share =
(Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member's Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Individual Settlement Share =
(Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

D. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as "Individual Settlement Payment(s)".

E. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's Workweeks during the PAGA Period ÷ Total PAGA Workweeks for all Aggrieved Employees) x \$25,000.00 (the PAGA Payment).

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments.

Participating Class Members will receive an Individual Settlement Payment and Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be transmitted to the California Controller's Office, Unclaimed Property Fund.

1 **B. Funding of Settlement.**

2 Defendant shall, within thirty (30) calendar days of Final Approval Date, make payment
3 of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this
4 Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue
5 Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”)
6 with an FDIC insured banking institution, for distribution in accordance with this Agreement and
7 the Court’s Orders and subject to the conditions described herein.

8 **C. Time for Distribution.**

9 Within fourteen (14) calendar days after payment of the full Gross Settlement Amount
10 and Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement
11 Administrator shall distribute all Payments due from the QSA for: (1) the Service Award to
12 Plaintiff as specified in this Agreement and approved by the Court; (2) the Attorneys’ Fees and
13 Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the
14 Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved the
15 Court; (4) the LWDA Payment, as specified in this Agreement and approved by the Court; (5)
16 Individual PAGA Payments as specified in this Agreement and approved by the Court; and (6)
17 Individual Settlement Payments to Participating Class Members, less applicable taxes and
18 withholdings. All interest accrued shall be for the benefit of the Class Members and distributed
19 on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked
20 by them in the Class Period.

21 **12. ATTORNEYS’ FEES AND LITIGATION COSTS**

22 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys’
23 fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
24 17 of this Agreement, amounts to Five Hundred Seven Thousand Five Hundred Dollars and Zero
25 Cents (\$507,500.00). Class Counsel shall further apply for, and Defendant shall not oppose, an
26 application or motion by Class Counsel for reimbursement of actual costs associated with Class
27 Counsel’s prosecution of this matter as set forth by declaration testimony in an amount up to
28 Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of attorneys’ fees and

costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

13. SERVICE AWARD TO PLAINTIFF

Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, for participation in and assistance with the Action. Any Service Award awarded to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); 40% as penalties (to be reported on an IRS Form 1099); and 40% to interest (to be reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the employees' share of taxes and withholdings with respect to the wage-portion of the Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as

1 amended or supplemented. Income tax withholding will also be made pursuant to applicable
2 state and/or local withholding codes or regulations.

3 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
4 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
5 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
6 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
7 set forth in this Section may be modified in a manner to bring Defendant into compliance with
8 any such changes.

9 c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to
10 the Gross Settlement Amount. Defendant shall remain liable to pay the employer’s share of
11 payroll taxes as described above.

12 d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this
13 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
14 be relied upon as such within the meaning of United States Treasury Department Circular 230
15 (31 C.F.R. Part 10, as amended) or otherwise.

16 **15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

17 The Parties agree to allocate One Hundred Thousand Dollars and Zero Cents
18 (\$100,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA,
19 seventy-five percent (75%) of the amount allocated toward PAGA (\$75,000.00) will be paid to
20 the LWDA and twenty-five percent (25%) (\$25,000.00) will be distributed to Aggrieved
21 Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved
22 Employees during the PAGA Period.

23 **16. COURT APPROVAL**

24 This Agreement is contingent upon an order by the Court granting Final Approval of the
25 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
26 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
27 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
28 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,

1 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
2 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
3 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
4 the Settlement Agreement being voided or not approved, and which control in such an event.

5 **17. INCREASE IN WORKWEEKS**

6 The Gross Settlement Amount is based on Defendant's approximations that the Class
7 Members worked a total of approximately 72,000 workweeks for 1,254 employees (*i.e.*,
8 estimated through the end of the Class Period or September 11, 2023, whichever occurs first.).
9 Should the number of Workweeks worked by Class Members during the Class Period
10 ultimately increase by more than 10%, or 7,200 Workweeks, then the Defendant shall have the
11 option to either: (1) increase the Gross Settlement Amount on a pro-rata basis equal to the
12 percentage increase in the number of Workweeks worked by the Class Members above 10%;
13 or (2) choose to have the Class Period end on September 11, 2023 or the date on which the
14 qualifying Workweeks worked by the Class Members during the class period reached 79,200,
15 whichever is sooner ("Escalator Provision"). Thus, for example, should there be 79,920
16 Workweeks during the Class Period (*i.e.* 11% greater than 72,00), and Defendant elects option
17 1, then the Gross Settlement Amount shall be increased by \$14,500 (*i.e.* 1% of the Gross
18 Settlement Amount).

19 **18. RIGHT TO RESCIND**

20 If more than five percent (5%) of the Class Members elect to opt-out of the Settlement,
21 Defendant may, at its election, rescind the Settlement Agreement and all actions taken in
22 furtherance of it will be thereby null and void. Defendant must meet and confer with Class
23 Counsel prior to exercising this right and must make clear their intent to rescind the Agreement
24 within fourteen (14) calendar days after the expiration of the Response Deadline. If Defendant
25 elects to terminate the settlement, Defendant shall be responsible for any costs of
26 administration or notice incurred.

27 **19. NOTICE OF JUDGMENT**

28 In addition to any duties set out herein, the Settlement Administrator shall provide

1 notice of the Final Judgment entered in the Action by posting the same on its website for a
2 period of no less than four (4) years.

3 **20. MISCELLANEOUS PROVISIONS**

4 **A. Interpretation of the Agreement.**

5 This Agreement constitutes the entire agreement between the Parties with respect to its
6 subject matter. Except as expressly provided herein, this Agreement has not been executed in
7 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
8 written representations or terms shall modify, vary or contradict its terms. In entering into this
9 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
10 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
11 enforced under the laws of the State of California, both in its procedural and substantive aspects,
12 without regard to its conflict of law provisions. Any claim arising out of or relating to the
13 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
14 Court of the State of California for the County of Alameda, and Plaintiff and Defendant hereby
15 consent to the personal jurisdiction of the Court in the Action over it solely in connection
16 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and
17 each of them, participated in the negotiation and drafting of this Agreement and had available to
18 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant
19 may claim that any ambiguity in this Agreement should be construed against the other. The
20 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
21 the Court.

22 **B. Further Cooperation.**

23 The Parties and their respective attorneys shall proceed diligently to prepare and execute
24 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
25 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
26 will not take any action inconsistent with this Agreement, including, without limitation,
27 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
28 Party has taken actions inconsistent with the Settlement, including, without limitation,

1 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
2 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
3 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
4 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
5 opt-outs and/or objections.

6 **C. Counterparts.**

7 The Agreement may be executed in one or more actual or non-original counterparts, all
8 of which will be considered one and the same instrument and all of which will be considered
9 duplicate originals.

10 **D. Authority.**

11 Each individual signing below warrants that he or she has the authority to execute this
12 Agreement on behalf of the Party for whom or which that individual signs.

13 **E. No Third-Party Beneficiaries.**

14 Plaintiffs, Participating Class Members, Aggrieved Employees, the State of California,
15 Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-
16 party beneficiaries.

17 **F. Deadlines Falling on Weekends or Holidays.**

18 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
19 or legal holiday, that deadline shall be continued until the following business day.

20 **G. Jurisdiction of the Court**

21 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
22 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
23 of this Settlement Agreement and all orders and judgments entered in connection therewith,
24 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
25 interpreting, implementing, and enforcing the settlement embodied in this Settlement
26 Agreement and all orders and judgments entered in connection therewith.

27 ///

28 ///

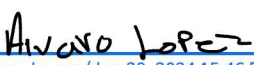
1 **H. Severability**

2 In the event that one or more of the provisions contained in this Agreement shall for any
3 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
4 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
5 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
6 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

7 ///

8 **IT IS SO AGREED:**

9 Dated: 01/29/24, 2024


Alvaro Lopez (Jan 29, 2024 15:46 PST)

Alvaro Lopez Cabrera
Plaintiff and Class Representative

13 Dated: _____, 2024

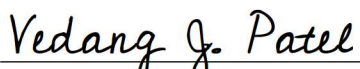
AGRESERVES, INC.
Defendant

By: _____

Its: _____

18 **AGREED AS TO FORM:**

20 Dated: January 30, 2024


DAVID D. BIBIYAN
VEDANG J. PATEL
**Counsel for Plaintiff ALVARO LOPEZ
CABRERA**

25 Dated: _____, 2024

RICHARD D. MARCA
ALISHA L. MALINE
Counsel for Defendant AGRESERVES, INC.

1 **H. Severability**

2 In the event that one or more of the provisions contained in this Agreement shall for any
3 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
4 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
5 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
6 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

7 ///

8 **IT IS SO AGREED:**

9 Dated: _____, 2024

Alvaro Lopez Cabrera
Plaintiff and Class Representative

13 Dated: January 31, 2024

Doug Rose
AGRESERVES, INC.
Defendant

By: DOUG ROSE

CHIEF
Its: ~~CHIEF~~ EXECUTIVE OFFICER

18 **AGREED AS TO FORM:**

20 Dated: _____, 2024

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff ALVARO LOPEZ
CABRERA

25 Dated: _____ January 31, 2024

RICHARD D. MARCA
ALISHA L. MALINE
Counsel for Defendant AGRESERVES, INC.

1/31/2024