

SETTLEMENT AGREEMENT & GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between Alexis Ruiz Gonzalez, for himself and his heirs, successors and assigns (hereinafter "Claimant"), and the "Released Parties" or "Respondents," including: California Sun Grower Services Company, LLC ("Cal Sun"), The Morning Star Company ("TMSC"), and all affiliated companies, including, The Morning Star Institute ("TMSI") (Claimant and the Released Parties collectively referred to as "the Parties"), with reference to the following facts:

A. Claimant was employed by Cal Sun as a seasonal worker in 2018, 2019, and 2020. In 2019 and 2020, Claimant was employed by Cal Sun during the following time periods: June 20, 2019 to October 4, 2019 and June 2, 2020 to September 11, 2020. During the applicable Private Attorneys General Act ("PAGA") time period of September 29, 2019, to the date of settlement, Claimant worked approximately six (6) pay periods.

B. Claimant filed a Class Action Complaint against Respondents Cal Sun and TMSC in Merced County Superior Court on October 13, 2020, case no. 20CV-02914, then dismissed the class allegations without prejudice on April 15, 2021 ("Individual Action"). Claimant filed a separate PAGA Action against Respondents Cal Sun and TMSC in Merced County Superior Court on January 8, 2021, case no. 21CV-00190 ("PAGA Action"). On or about August 4, 2021, Respondents Cal Sun and TMSC filed a Demand for Arbitration with JAMS of Claimant's individual wage and hour claims that were previously part of the Individual Action, JAMS reference number: 1130009711 ("Individual JAMS Action"). On November 9, 2021, Claimant filed a First Amended Complaint with JAMS ("FAC"), adding individual discrimination claims to his existing wage and hour claims. On or about June 30, 2022, Respondents Cal Sun and TMSC filed a Demand for Arbitration of Claimant's individual PAGA claims ("PAGA JAMS Action"), which was filed separately from the Individual JAMS Action. On July 27, 2022, Claimant and Respondents Cal Sun and TMSC filed a Joint Stipulation to Consolidate Claimant's PAGA JAMS Action and Claimant's Individual JAMS Action. On August 22, 2022, JAMS informed the Parties that their request to consolidate the PAGA JAMS Action with the Individual JAMS Action was granted.

Claimant's FAC alleges the following causes of action: (1) failure to pay minimum wage; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse for business expenses; (6) failure to provide complete and accurate wage statements; (7) failure to timely pay all wages due upon separation of employment; (8) unfair business practices; (9) disability discrimination; (10) failure to provide reasonable accommodations; (11) failure to engage in the interactive process; (12) retaliation; (13) failure to prevent discrimination and retaliation in the workplace; and (14) wrongful termination in violation of public policy.

C. The Parties, in order to avoid the time, expense and uncertainty of arbitration, each desire to settle, compromise and to resolve fully and finally any and all claims and disputes, whether known or unknown, which Claimant may have against Respondents from

the beginning of time until the date of this Agreement, arising out of Claimant's employment with Cal Sun.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Parties hereto agree as follows:

1. **Non-Admission of Liability.** The Parties acknowledge that each of them denies any wrongdoing whatsoever in connection with one another and that this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense and uncertainty of litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of Respondents.

2. **Settlement Terms.** Pursuant to the other terms and conditions contained in this Agreement, Cal Sun agrees to pay Claimant the total sum of Forty-Five Thousand Dollars (\$45,000.00) (the "Settlement Payment"), allocated as follows:

2.1 FIVE THOUSAND DOLLARS (\$5,000.00), attributable to any and all unpaid wages or other compensation (disputed and undisputed) of any kind through the effective date of Claimant's separation, September 11, 2020 inclusive of accrued and unused PTO/vacation/personal days, less applicable taxes and withholdings, with such payment to be paid to "**Alexis Ruiz Gonzalez**," mailed to Claimant's attorney of record, Joseph Lavi, Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly Hills, CA 90211.

2.2 FIVE HUNDRED DOLLARS (\$500.00), attributable to any and all statutory penalties due to Claimant as an individual, as alleged under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code sections 2698, et seq. The Parties acknowledge that Claimant worked for a total of six (6) pay periods during the relevant PAGA period (9/29/2019 to present). In accordance with the statute, 75% of such amount, or THREE HUNDRED SEVENTY-FIVE DOLLARS (\$375) shall be paid to the State of California, with the remaining 25%, or ONE HUNDRED TWENTY-FIVE DOLLARS (\$125), paid to "**Alexis Ruiz Gonzalez**" without deductions, via live check mailed to Claimant's attorney of record, Joseph Lavi, Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly Hills, CA 90211. Cal Sun shall not make such payment unless and until the same is approved by the Court that maintains jurisdiction over the pending PAGA Action. The Parties shall file a Joint Stipulation for the Court's approval of this individual PAGA settlement within 20 days of Claimant signing this Agreement. Should the Joint Stipulation not be approved by the Court, Claimant agrees to prepare and file any necessary motions for the Court's approval of this individual PAGA settlement. Cal Sun agrees to make the payments set forth in this section within 10 days of receiving the Court's order approving this individual PAGA settlement.

2.3 THIRTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$39,500.00), without deductions, as payment for any and all emotional distress damages and loss of earnings that Claimant could recover for himself related to the Disputed Claims, and any and all of Claimant's attorneys' fees, interest, and costs to date, paid to "**Lavi & Ebrahimian LLP**"

Client Trust Account” without deductions, via live check mailed to Claimant’s attorney of record, Joseph Lavi, Lavi & Ebrahimiian, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly Hills, CA 90211.

2.4 Respondents’ counsel must mail the Settlement Payment with tracking and email the tracking information to Claimant’s counsel the day it is mailed out.

2.5 The payments referenced in paragraphs 2.1 and 2.3 are contingent upon having received a current IRS Form W-9 from Claimant and Claimant’s Counsel and upon execution of this Agreement by Claimant.

2.6 Payments referenced in paragraphs 2.1 and 2.3 will be sent within ten (10) business days of execution of this Agreement by Alexis Ruiz Gonzalez, provided that all conditions precedent have been met as described herein.

2.7 Claimant agrees and represents that no other form of monetary compensation is owed to him as of the date of this Agreement and that all employment-related compensation has been paid by Respondents; including, but not limited to, wages, overtime pay, commissions, benefits, bonuses, stock/stock options, vacation pay, sick pay and severance.

2.8 Claimant agrees to defend, indemnify and hold harmless Respondents for any liability or costs arising out of the failure to withhold taxes and the characterization of the settlement proceeds. If payroll taxes are subsequently determined to be necessary, Respondents shall pay their share as the employer, but Claimant shall be responsible for his share and any and all penalties, interest and/or other costs associated therewith.

3. Dismissals. Claimant agrees to dismiss, with prejudice, the Individual JAMS Action, *JAMS reference no.: 1130009711*. Claimant also agrees to dismiss the Individual Action, Merced County Superior Court case no. 20CV-02914. Claimant will file the requisite dismissals within five (5) business days of the Settlement Payment clearing. Should Merced County Superior Court require any motion(s) requesting dismissal of the Individual Action, Claimant agrees to draft and file all required papers, and appear at the hearing, in favor of the court granting the dismissal. By signing this Agreement, Claimant hereby authorizes his attorney to execute these Requests for Dismissal, authorizes his attorney to engage in the necessary motion practice to obtain dismissal of the Class Action, and authorizes his attorney to file the dismissals. Each Party shall be responsible for bearing their own costs, expenses and attorneys’ fees incurred in connection with the C

does not presently have on file, and further represents that he will not hereafter file, any claims, charges, grievances, actions, appeals or complaints against Respondents in or with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring prior to the date of this Agreement, including but not limited to any claims arising out of Claimant's employment with Cal Sun, any parent companies or related entities.

5. Release of All Claims.

5.1 In consideration for the promises set forth above, Claimant, for himself and his heirs, successors and assigns, does hereby waive, release, acquit and forever discharge Respondents and their respective parents, heirs, assigns, subsidiaries, affiliates (including, but not limited to, the Morning Star Institute), and related entities or corporations, and any of their past and present officers, directors, shareholders, employers, employees, agents, partners, attorneys, heirs, successors, and assigns, from any and all claims, actions, charges, complaints, grievances and causes of action (hereinafter collectively referred to as "claims"), of whatever nature, whether known or unknown, which exist or may exist on his behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, labor code claims, government code claims, including but not limited to section 132a, wrongful termination claims, public policy claims, discrimination claims, retaliation claims, harassment claims, statutory claims, searches claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum merit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance.

5.2 Parties' Agreement Regarding Pending Representative PAGA Claims.

This Agreement expressly carves out, and is not intended to settle, the currently pending PAGA claims in case no. 21CV-00190 of other allegedly aggrieved employees. By entering into this Agreement, Claimant expressly does not waive his position that he has standing to pursue non-individual PAGA claims and/or representative claims, including but not limited to those pending in the PAGA Action, case no. 21CV-00190. Respondents understand but disagree with Claimant's position that he has standing to pursue any non-individual PAGA and/or representative claims, including but not limited to those pending in the PAGA Action, case no. 21CV-00190. The Parties agree, however, that ultimately this determination will be decided by the Courts and enter into this Agreement with that understanding.

5.3 Waiver of Unknown Claims. It is further understood and agreed by Claimant that as a condition of this Agreement, he hereby expressly waives and relinquishes any and all claims, rights or benefits that he may have under California Civil Code section 1542, which provides as follows:

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

In connection with such waiver and relinquishment, Claimant hereby acknowledges that he or his attorneys may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but that he expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on his behalf against Respondents at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Claimant's employment with Cal Sun. Claimant further acknowledges, understands and agrees that this representation and commitment is essential to Respondents and that this Agreement would not have been entered into were it not for this representation and commitment.

6. **No Other Payments Due.** Claimant understands and agrees that this Agreement is intended to and does bar all claims Claimant has or may have for injuries, losses, damages, wages, salaries, bonuses, commissions, stock options, overtime pay, vacation pay, severance pay, statutory penalties, benefits, costs, expenses, attorneys' fees or any similar claims that Claimant could possibly have against Respondents – except for the PAGA Action that is the subject of case no. 21CV-00190, and that Claimant is not entitled to receive and will not claim any right, benefit, or compensation thereof.

7. **Ownership of Claims.** Claimant represents and warrants that he is the sole and lawful owner of all rights, title and interest in and to all released matters, claims and demands referred to herein. Claimant further represents and warrants that there has been no assignment or other transfer of any interest in any such matters, claims or demands which Claimant may have against Respondents.

8. **California Law Applies.** This Agreement, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of California.

9. **Successors and Assigns.** It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties' representatives, heirs, executors, administrators, successors and assigns.

10. **Attorneys' Fees.** In the event that any Party to this Agreement asserts a claim for breach of this Agreement or seeks to enforce its terms, the prevailing Party in any such proceeding shall be entitled to recover costs and reasonable attorneys' fees.

11. **Execution of Additional Documents.** The Parties agree to execute such other, further, and different documents as reasonably may be required to effectuate this Agreement.

12. **Consultation with Counsel.** The Parties, and each of them acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and that they have in fact done so. Claimant acknowledges that he has been specifically advised by counsel of the consequences of the General Release he has signed.

13. **Headings.** The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

14. **Integration.** This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties. It supersedes all prior agreements between the Parties. The Parties represent and warrant that they are not relying on any promises or representations which do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

15. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the Court shall enforce the remaining provisions to the extent permitted by law.

16. **Counterparts.** This Agreement may be executed in separate counterparts and by facsimile signature and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document.

17. **Jurisdiction.** The Parties agree that the Merced County Superior Court will retain jurisdiction over the Individual Action and PAGA Action under Code of Civil Procedure Section 664.6 to enforce this Agreement.

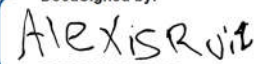
18. **Voluntary Agreement.** Claimant understands and agrees that he may be waiving significant legal rights by signing this Agreement and represents that he has entered into this Agreement voluntarily, after consulting with his attorney, with a full understanding of and in agreement with all of its terms.

19. **Effective Date.** The effective date of this agreement is the date it is signed by Claimant.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and General Release on the dates indicated below.

DATED: diciembre 23, 2022

ALEXIS RUIZ GONZALEZ

DocuSigned by:

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Alexis Ruiz Gonzalez

DATED:

1/6/23

CALIFORNIA SUN GROWER SERVICES COMPANY,
LLC



By: James C. Sherwood
Its: Authorized Representative

DATED:

1/6/23

THE MORNING STAR COMPANY



By: James C. Sherwood

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