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Attorneys for Defendants

BIG VALLEY LABOR, LLC and MISSION RANCHES COMPANY, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

REYNA M. BELTRAN, an individual, on behalf
of the State of California, as a private attorney
general, and on behalf of all others similarly
situated,

Plaintiff,

v.

BIG VALLEY LABOR, LLC, a California
Limited Liability Company, MISSION
RANCHES COMPANY, LLC, a California
Limited Liability Company, and DOES 1 TO 50,
inclusive,

Defendants.

Case No. 20CV003543

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: December 30, 2020

Trial Date: Not Yet Set

1 This Stipulation and Agreement for PAGA Representative Action Settlement is made and
2 entered into by and between Plaintiff Reyna M. Beltran (“Plaintiff”), on behalf of herself and as a
3 representative of the State of California and the Aggrieved Employees (as defined in paragraph 2,
4 below), on the one hand, and Defendants Big Valley Labor, LLC and Mission Ranches Company,
5 LLC (collectively “Defendants”) on the other hand (collectively, the “Parties”), and is made in
6 compromise of disputed claims. The Parties agree that the above-entitled representative action
7 shall be settled on the terms and conditions set forth in this Stipulation, subject to the approval of
8 the Court pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act
9 of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

10 **DEFINITIONS**

11 1. “**Action**” means and refers to *Reyna M. Beltran v. Big Valley Labor, LLC, et al.*,
12 Case No. 20CV003543, which is currently pending in the Monterey County Superior Court of the
13 State of California.

14 2. “**Aggrieved Employees**” means all individuals who are or were employed in
15 California as non-exempt employees by Defendants during the PAGA Period.

16 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
17 Stipulation and Agreement for PAGA Representative Action Settlement, which the Parties
18 acknowledge sets forth all material terms and conditions of the Settlement between them, and which
19 is subject to Court approval pursuant to Section 2699(1) of the California Labor Code Private
20 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

21 4. “**Court**” means the California Superior Court, County of Monterey.

22 5. “**Defendants**” means Big Valley Labor, LLC and Mission Ranches Company, LLC.

23 6. “**Effective Date**” shall be the date of the Court’s order approving the settlement and
24 judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the
25 Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, sixty (60) days from
26 notice of entry of an order of final approval by the Court on all parties, objectors, interveners, and
27 proposed intervenors; (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment
28 becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the

1 Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating
2 to the Judgment.

3 7. **“Final Order and Judgment”** means the order granting approval of the Settlement
4 and entering Judgment, in the form substantially similar to that attached to this Agreement as
5 Exhibit “B.”

6 8. **“Gross Settlement Amount”** means a maximum total of Six Hundred Sixty-Two
7 Thousand, Five Hundred Dollars (\$662,500.00), which includes all payments owing as a result of
8 this Agreement and includes: the Net Settlement Amount; Representative Plaintiff Enhancement
9 Award; Settlement Administration Costs; and PAGA Counsel Attorneys’ Fees and Costs as awarded
10 by the Court.

11 9. **“LWDA Payment”** means a payment to the California Labor Workforce and
12 Development Agency in an amount equal to 75% of the Net Settlement Amount.

13 10. **“Net Settlement Amount”** is the Gross Settlement Amount less all of the following:
14 PAGA Counsel’s Attorneys’ Fees and Costs, Representative Plaintiff’s Enhancement Award, and
15 Settlement Administration Costs, as awarded by the Court.

16 11. **“PAGA Aggrieved Employee Payment”** means a payment of 25% of the Net
17 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
18 with the settlement of the PAGA Claim.

19 12. **“PAGA Claim”** means the claim for civil penalties under the California Labor Code
20 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, “PAGA”) alleged in
21 the Action.

22 13. **“PAGA Counsel”** means Jonathan Melmed and Laura M. Supanich of Melmed Law
23 Group P.C.

24 14. **“PAGA Period”** means October 26, 2019 through the date the Court grants final
25 approval of this Settlement Agreement.

26 15. **“Released Claims”** means any and all claims that are pled in the Action, or which
27 could have been pursued in the Action under PAGA, based on the factual allegations in the Action
28 that arose during the PAGA Period, including but not limited to: failure to pay minimum wage,

1 failure to pay overtime wages, failure to authorize or permit compliant rest periods, failure to provide
2 compliant meal periods, failure to issue accurate itemized wage statements, failure to maintain
3 accurate records, failure to timely pay wages, failure to pay all wages due at termination, and failure
4 to reimburse for business expenses, pursuant to Labor Code sections 201, 202, 203, 204, 210, 226,
5 226.3, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1199, 2802, 2804 and applicable Industrial
6 Welfare Commission Wage Orders.

7 16. **“Released Parties”** means Defendants and each of their subsidiaries, affiliates,
8 parent companies, shareholders, members, owners, officers, directors, employees, attorneys,
9 representatives, agents, predecessors, successors, assigns, insurers, and any individual or entity
10 which could be jointly liable with Defendants.

11 17. **“Representative Plaintiff”** means Plaintiff Reyna M. Beltran.

12 18. **“Settlement Administrator”** shall mean ILYM Group, Inc., a neutral third-party
13 administrator chosen by the Parties, subject to approval by the Court.

14 **RECITALS**

15 19. On October 26, 2020, Representative Plaintiff sent a PAGA Notice to the Labor
16 Workforce and Development Agency (“LWDA”), with a copy to Defendants.

17 20. On December 30, 2020, Representative Plaintiff filed a PAGA Representative Action
18 Complaint in the Superior Court of the State of California, County of Monterey in a case styled
19 *Reyna M. Beltran v. Big Valley Labor, LLC, et al.*, Case No. 20CV003543.

20 21. The Action asserts a PAGA Claim for civil penalties, and an award of reasonable
21 attorneys’ fees and costs.

22 22. The Parties have conducted a thorough investigation into the facts of the Action. This
23 included exchanging data and information as well as documents relating to the underlying alleged
24 violations. The Parties attended a mediation with Hon. Howard Broadman, (Ret.) on August 5,
25 2021. Although a settlement was not reached at mediation, the Parties continued negotiations with
26 the assistance of the mediator, and reached a settlement on behalf of Representative Plaintiff and all
27 Aggrieved Employees.

28 23. The Parties believe that the Settlement is fair, reasonable, and adequate. The Parties

1 understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of
2 Representative Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it is the desire and
3 intention of the Parties to effect a final and complete resolution of the PAGA Claim that the
4 Representative Plaintiff and the Aggrieved Employees have against Defendants or the Released
5 Parties.

6 24. The Parties enter into this Settlement Agreement on a conditional basis. In the event
7 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
8 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
9 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

10 25. Consistent with Section 39 below, nothing in this Settlement Agreement shall be
11 construed to be an admission by Defendants of any liability or wrongdoing as to the Representative
12 Plaintiff, the Aggrieved Employees, or any other person or entity, and Defendants specifically
13 disclaim any such liability or wrongdoing and do not waive, but rather expressly reserve, all rights
14 to challenge all such claims and allegations upon all legal, procedural, and factual grounds should
15 this Settlement Agreement not become final. This Settlement Agreement reflects a compromise
16 reached to end litigation. This Settlement Agreement and any related court documents or orders are
17 not and may not be cited or admitted as evidence of liability.

18 26. The Parties stipulate and agree to the following terms of this Settlement Agreement
19 with the intent that this Agreement finally disposes of the Action with prejudice.

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TERMS AND CONDITIONS

27. **Settlement Payments and Calculation of Claims.** The following table summarizes the allocation of the Gross Settlement Amount:

Gross Settlement Amount of \$662,500.00 Is Apportioned As Follows:

- PAGA Counsel Attorneys' Fees not to exceed **\$220,833.33**.
- PAGA Counsel Costs not to exceed **\$8,000.00**.
- Up to **\$7,500.00** for Enhancement to Representative Plaintiff Reyna M. Beltran.
- Settlement Administration Costs, not to exceed **\$9,000.00**.
- Approximately **\$417,166.67** for the Net Settlement Amount:
 - **25%** of the Net Settlement Amount for the PAGA Aggrieved Employee Payment (approximately **\$104,291.67**)
 - **75%** of the Net Settlement Amount for the LWDA Payment (approximately **\$312,875.00**)

28. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendants agree to pay the total Gross Settlement Amount of \$662,500.00. The Gross Settlement Amount includes, but is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, any enhancement payment to the Representative Plaintiff, PAGA Payment Amount, and Settlement Administration Costs. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

a. **Settlement Administration Fees and Costs:** The fees and costs associated with settlement administration (*e.g.*, calculating, preparing, and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "**Settlement Administration Costs**") will be paid from the Gross Settlement Amount and are estimated to be up to \$9,000.00. The Parties agree to use ILYM Group, Inc. as the Settlement Administrator, and the Parties further agree that neither Defendants nor their counsel shall bear any responsibility for errors or omissions in the calculation or distribution of the payments to the Aggrieved Employees. To the extent Settlement Administration Costs are not approved by the Court in the amounts set forth above, and the order becomes final, then the non-approved amount will be added to the Net Settlement Amount to be

distributed to the Aggrieved Employees based on the formula set forth in subsection 28.d.

b. PAGA Counsel's Attorneys' Fees and Costs: The Parties agree that, subject to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Amount an amount that is up to one-third of the Gross Settlement Amount for attorneys' fees (\$220,833.33), plus actual litigation costs (including but not limited to Representative Plaintiff's portion of the mediation fee), not to exceed \$8,000.00. To the extent attorneys' fees and costs are not approved by the Court in the amounts set forth above, and the order becomes final, then the non-approved amounts will be added to the Net Settlement Amount to be distributed to the Aggrieved Employees based on the formula set forth in subsection 28.d.

c. Representative Plaintiff's Enhancement Award: The Parties agree that, subject to the Court's review and approval, Representative Plaintiff will receive a \$7,500.00 enhancement award for her services in bringing the Action on behalf of the Aggrieved Employees, which will be paid from the Gross Settlement Amount. If the enhancement award approved by the Court is less than \$7,500.00 and the order becomes final, then the non-approved amount will be added to the Net Settlement Amount to be distributed to the Aggrieved Employees based on the formula set forth in subsection 28.d.

d. Net Settlement Amount: After deducting PAGA Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and Representative Plaintiff's Enhancement Award from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee Payment. The Net Settlement Amount of approximately \$417,166.67 shall be allocated 75% to the LWDA Payment, which is estimated to total \$312,875.00 ($\$417,166.67 \times 75\%$). The remaining 25% of the Net Settlement Amount, which is estimated to total \$104,291.67 ($\$417,166.67 \times 25\%$), shall be allocated to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a *pro rata* basis as noted below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA Payment.**"

Example:

Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.

1 All Aggrieved Employees were actively employed a combined total of 1,200 pay periods during the
 2 PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
 3 follows:

4 ➤ 25 pay periods for Aggrieved Employee A ÷ 1,200 total pay periods for all Aggrieved
 5 Employees = 2.08%.

6 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount
 7 that is 2.08% of the Net Settlement Amount.¹

8 e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
 9 wage income to the Aggrieved Employees and reported by the Settlement Administrator on an IRS
 10 Form 1099. The Parties acknowledge and agree that Defendants are not responsible for any
 11 employment or payroll taxes in connection with any PAGA Payments under this Settlement
 12 Agreement and make no representations with respect to tax consequences of any payment under this
 13 Settlement Agreement for the Representative Plaintiff or the Aggrieved Employees.

14 29. **Release by Aggrieved Employees and State of California.**

15 a. Terms of Release. In exchange for the consideration recited in this
 16 Settlement Agreement, Representative Plaintiff, as the representative for the State of California and
 17 all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors, marital
 18 communities, administrators, attorneys, agents, and assigns, and the LWDA, will forever completely
 19 release and discharge the Released Parties of any and all Released Claims. The Aggrieved
 20 Employees and the State of California are deemed by operation of the Final Order and Judgment to
 21 have agreed not to sue or otherwise make a claim against any of the Released Parties for any
 22 Released Claims.

23 b. No Claims Based on Stipulation and Agreement. No Aggrieved Employee
 24 will have any claim against any of the Released Parties, Defendants' counsel, the Representative
 25 Plaintiff, or PAGA Counsel, based on errors or omissions in administering claims or performing
 26 the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

27 _____
 28 ¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 30. **Request for Final Order and Judgment.**

2 Upon execution of this Agreement, the Representative Plaintiff shall promptly file a motion
3 or application with the Court requesting approval of this Settlement Agreement by submitting a
4 proposed Final Order and Judgment.

5 The Representative Plaintiff shall not file the motion or application requesting final approval
6 or final judgment with the Court until Defendants have reviewed and approved the moving papers,
7 which approval will not be unreasonably withheld.

8 If the Court should fail to approve this Settlement Agreement in the form agreed to by the
9 Parties, the Parties agree to cooperate with each other and act in good faith to address the Court's
10 questions or concerns.

11 31. **Settlement Funding.**

12 a. Subject to the issuance of the Final Order and Judgment from the Court and
13 a proceeding Effective Date, Defendants shall pay the Gross Settlement Amount to the Settlement
14 Administrator within 20 days after the Effective Date (the "**Funding Date**").

15 b. Within 10 days after receipt of the Gross Settlement Amount, the Settlement
16 Administrator shall issue all payments required by this Agreement (the "**Payment Date**").

17 32. **PAGA List.**

18 Within 10 days after the Effective Date, Defendants will provide a PAGA List to the
19 Settlement Administrator which will identify all Aggrieved Employees by name, social security
20 number, and last known home address ("**PAGA List**"). The PAGA List will also contain the
21 number of pay periods credited to each Aggrieved Employee.

22 33. **List of Individual Settlement Amounts.**

23 Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement
24 Administrator will provide to PAGA Counsel and Defendants' counsel a Proceeds List reflecting
25 the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds List**"). The Proceeds List
26 provided to PAGA Counsel will not include the Aggrieved Employees' names, social security
27 numbers or contact information.

34. **PAGA Payments to Aggrieved Employees.**

a. On the Payment Date, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement Notice in English, attached as Exhibit A to this Agreement; and (b) their Individual PAGA Payment (collectively, the “**PAGA Packet**”).

b. Prior to mailing, the Settlement Administrator will update all addresses using the National Change of Address System (“NCOA”). In the event that a PAGA Packet is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement Administrator, Defendants, or PAGA Counsel shall be required to take further action.

c. Aggrieved Employees shall have 180 calendar days after the date the PAGA Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s check is not cashed within that period, the settlement payment check will be voided and a stop-payment will be issued. Neither Defendants, Defendants’ counsel, Representative Plaintiff, nor PAGA Counsel will have any liability for lost or stolen settlement payment checks, forged signatures on settlement payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a settlement payment check within the 180-day period.

d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be transmitted to the State of California Unclaimed Wage or Property Fund.

35. **Payments of Enhancement Award, Attorneys’ Fees and Costs, and the LWDA Settlement Payment.**

a. On the Payment Date, the Settlement Administrator will pay from the Gross Settlement Amount the Representative Plaintiff’s Enhancement Award as awarded by the Court.

1 The payment will be made by sending to PAGA Counsel a check payable to “Reyna M. Beltran” in
2 the amount of the Court-approved Enhancement Award.

3 b. On the Payment Date, the Settlement Administrator will pay from the Gross
4 Settlement Amount to PAGA Counsel its Court-approved Attorneys’ Fees and Costs.

5 c. On the Payment Date, the Settlement Administrator will pay the LWDA
6 Payment from the Net Settlement Amount by issuing a check payable to “California Labor
7 Workforce and Development Agency.”

8 36. **Deadlines.**

9 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
10 the deadline will be automatically extended to the next regular business day. Unless specified
11 otherwise, all references to “days” shall mean calendar days.

12 37. **Enforcement and Continuing Jurisdiction of the Court.**

13 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
14 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
15 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
16 jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent
17 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
18 and all matters provided for in it, and to interpret it.

19 38. **Mutual Full Cooperation.**

20 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
21 Agreement, including, but not limited to, execution of such documents and taking such other action
22 as may be reasonably necessary or convenient to implement it.

23 39. **Non-Admission of Liability.**

24 The Parties enter into this Settlement Agreement to resolve the Action and to avoid the
25 burden, expense, and risk of continued litigation. In entering into this Settlement Agreement,
26 Defendants do not admit, and specifically deny, that they have violated any federal, state, or local
27 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
28 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any

misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

40. **Effective Date of Defendants' Obligations Under This Agreement.**

Defendants' obligations under this Settlement Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Settlement Agreement are not satisfied, or in the event that this Settlement Agreement does not obtain approval of the Court for any reason, all matters covered by this Settlement Agreement will be null and void. In such event, neither this Settlement Agreement nor any negotiations leading to this Settlement Agreement will be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their respective rights regarding the prosecution and defense of the Action, including all available defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never existed.

41. **Nullification.**

If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the Court's Final Order and Judgment is reversed or modified as to any material term as defined above, or declared or rendered void as to any material term as defined above, then: (a) this Settlement Agreement shall become null and void; (b) the Parties will revert to their respective positions immediately prior to reaching the settlement; and (c) the Parties shall be jointly responsible for any Settlement Administration Costs.

42. **Invalidation.**

Invalidation of any material term of this Settlement Agreement will invalidate this

1 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
2 provisions will remain in full force and effect.

3 43. **Confidentiality/No Publicity.**

4 The Parties agree that this Settlement Agreement is confidential. Representative Plaintiff
5 and PAGA Counsel agree that the terms of this Settlement Agreement (including, but not limited
6 to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement
7 Agreement, and the Settlement Agreement itself, shall not be discussed with or publicized or
8 promoted to the media (including, without limitation, legal periodicals and publications such as
9 “Jury Verdicts,” disclosure of the Settlement Agreement on any web site of PAGA Counsel or any
10 other website, or on any blogs, articles, or on any social media platforms or channels), or the public
11 at large, without the advance written consent of Defendants. The Parties intend this Section 43 to
12 prohibit Representative Plaintiff and PAGA Counsel from discussing, answering questions about,
13 promoting or publicizing the Settlement Agreement, its terms, or the negotiations leading up to the
14 Settlement Agreement with anyone other than the Court or those individuals necessary to effectuate
15 the terms of the Settlement Agreement. Notwithstanding the foregoing, Representative Plaintiff and
16 PAGA Counsel: (1) may tell the public in general only that certain claims “have been resolved by
17 the Parties;” and (2) may disclose the terms of the Settlement Agreement (a) in appropriate filings
18 with the Court in this case, (b) where required by law (e.g., income tax returns), and (c) to
19 accountants or other tax professionals for the purpose of preparing tax returns.

20 44. **Entire Agreement.**

21 This Settlement Agreement constitutes the entire integrated agreement between the Parties
22 relating to the Action, and no oral representations, warranties, or inducements have been made to
23 any Party concerning this Settlement Agreement other than the representations, warranties, and
24 covenants contained and memorialized in this Settlement Agreement.

25 45. **Authorization to Act.**

26 PAGA Counsel warrants and represents that they are authorized by the Representative
27 Plaintiff, and counsel of record for Defendants warrants that they are authorized by Defendants, to
28 take all appropriate action required or permitted to be taken by such Parties pursuant to this

1 Settlement Agreement to effectuate its terms, and to execute any other documents required to
2 effectuate the terms of this Settlement Agreement, except for any documents, including but not
3 limited to this Settlement Agreement, that are required to be executed by the Parties.

4 46. **Modification Only in Writing.**

5 This Settlement Agreement may be amended or modified only by a written instrument signed
6 by all Parties or their successors in interest.

7 47. **Binding on Successors.**

8 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
9 Settlement Agreement, as well as their respective attorneys, past, present, and future predecessors,
10 successors, shareholders, officers, directors, employees, agents, trustees, representatives,
11 administrators, fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries,
12 and related or affiliated entities.

13 48. **No Prior Assignments.**

14 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
15 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
16 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
17 liability, claim, demand, cause of action, or rights released and discharged by this Settlement
18 Agreement.

19 49. **Governing Law.**

20 All terms of this Settlement Agreement will be governed by and interpreted according to the
21 laws of the State of California, without giving effect to conflicts of laws principles.

22 50. **Counterparts.**

23 This Settlement Agreement may be executed in one or more counterparts. All executed
24 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
25 Parties will exchange among themselves signed counterparts.

26 51. **Invalidity of Any Provision.** Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construct the provision as valid to the fullest extent
28 possible consistent with applicable precedents so as to define all provisions of this Settlement

1 Agreement valid and enforceable.

2 52. **Waiver.** No waiver of any condition or covenant contained in this Settlement
3 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
4 imply or constitute a further waiver by such Party of the same or any other condition, covenant,
5 right or remedy.

6 53. **Severability.** If any term or provision of this Settlement Agreement is held to be
7 invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be
8 valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the
9 invalid or unenforceable term will be deemed amended and limited in accordance with the intent of
10 the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to
11 permit the maximum enforceability or validation of the term or provision.

12 54. **Headings for Convenience Only.**

13 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
14 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

15 55. **Construction of This Agreement.**

16 The Parties agree that the terms and conditions of this Settlement Agreement are the result
17 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
18 construed in favor of or against any Party by reason of the extent to which any Party, or their counsel
19 participated in the drafting of this Agreement. This Settlement Agreement constitutes the entire
20 agreement between the Parties. Except as expressly provided in this Agreement, this Settlement
21 Agreement has not been executed in reliance upon any other oral or written representations or terms
22 and no such extrinsic oral or written representations or terms will modify, vary or contradict the
23 terms of this Settlement Agreement. In entering this Settlement Agreement, the Parties explicitly
24 recognize California Civil Code section 1625 and California Code of Civil Procedure section
25 1856(a), which provides that a written agreement is to be construed according to its terms and may
26 not be varied or contradicted by extrinsic evidence. The Representative Plaintiff and Defendants
27 had available to them the advice and assistance of their respective, independent counsel. As such,
28 neither Representative Plaintiff nor Defendants may claim that any ambiguity in this Settlement

1 Agreement should be construed against the other.

2 56. **Corporate Signatories.**

3 Any person executing this Settlement Agreement or any related document on behalf of a
4 corporate signatory warrants and promises for the benefit of all Parties that such person has been
5 duly authorized by such corporation to execute this Settlement Agreement or any related document.

6 57. **Representation by Counsel.**

7 All of the Parties hereto acknowledge that they have been represented by counsel throughout
8 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
9 has been executed with the consent and advice of counsel.

10 58. **Attorneys' Fees and Costs.**

11 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
12 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of the Action
13 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
14 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
15 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

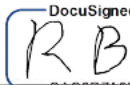
16 ***

17 **[SIGNATURES ON FOLLOWING PAGE]**

1 **IT IS SO AGREED:**

2 2/15/2022

3 Dated: January _____, 2022

DocuSigned by:

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Reyna M. Beltran

4 Dated: January 20, 2022

BIG VALLEY LABOR, LLC

By: John Mazzei
Its: General Counsel

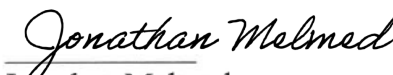
8 Dated: January 20, 2022

MISSION RANCHES COMPANY, LLC

By: Ted Taylor
Its: President

11 Dated: February 15, 2022

APPROVED AS TO FORM:

13 By: 
Jonathan Melmed
LAW GROUP P.C.
Attorneys for Representative Plaintiff, as an
individual, on behalf of herself and all Aggrieved
Employees

16 February
17 Dated: ~~January~~ 16, 2022

APPROVED AS TO FORM:

18 By: 
Michael D. Wilson, Jr, Esq.
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
Attorneys for Defendants