

1 Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
2 Enzo Nabiev (SBN 332118)
MOON & YANG, APC
3 1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
4 Telephone: (213) 232-3128
Facsimile: (213) 232-3125
5 E-mail: kane.moon@moonyanglaw.com
E-mail: allen.feghali@moonyanglaw.com
6 E-mail: enzo.nabiev@moonyanglaw.com
Attorneys for Plaintiff Juana Nieto Vazquez
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF VENTURA**

12 JUANA NIETO VAZQUEZ, individually, and
13 on behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16
17 SAN MIGUEL PRODUCE, INC., a California
corporation; and DOES 1 through 10, inclusive,

18 Defendants
19

56-2020-00547115-CU-OE-CTA

[Hon. Matthew P. Guasco, Dept. 20]

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Complaint filed: November 17, 2020
Trial date: Not Set

1 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiff Juana Nieto Vazquez (“Plaintiff”), individually and in her capacity as a representative
3 of the State of California on behalf of other allegedly aggrieved employees, and Defendant San Miguel
4 Produce, Inc. (“Defendant”), hereby enter into this Settlement Agreement and Release of Private
5 Attorneys General Act of 2004 Claims (“Settlement”) as follows:

6 **DEFINITIONS**

7 1. **“Action”** means and refers to *Vazquez v. San Miguel Produce, Inc.*, Case No. 56-
8 2020-00547115-CU-OE-CTA, which is currently pending in the Ventura County Superior Court of
9 the State of California.

10 2. **“PAGA Settlement Members”** The PAGA Settlement Members (also referred to
11 herein as the “aggrieved employees”) included in the Settlement shall be all individuals who are or
12 were employed as hourly and/or non-exempt employees by Defendant in California for one or more
13 pay periods from November 15, 2019 to March 1, 2022 (“Covered Period”).

14 3. **“Settled Claims”** This Settlement is a settlement of all PAGA claims identified in
15 Plaintiff’s PAGA notice letter, dated November 15, 2020 (“Settled Claims”).

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

21 5. **“Court”** means the California Superior Court, County of Ventura.

22 6. **“Defendant”** means San Miguel Produce, Inc.

23 7. **“Effective Date”** The Effective Date of this Agreement shall be the date the Court
24 enters an order approving this Agreement.

25 8. **“PAGA Period”** shall mean November 15, 2019 to March 1, 2022.

26 9. **“Gross Settlement Amount”** means a maximum total of \$190,000.00, which
27 includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount;
28 Settlement Administration Costs; Plaintiff’s service award; and PAGA Counsel Attorneys’ Fees and

1 Costs as awarded by the Court.

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

4 11. “**Net Settlement Amount**” is the Gross Settlement Amount less (1) PAGA
5 Counsel’s Attorneys’ Fees and Costs, (2) Settlement Administration Costs, and (3) payment to
6 Plaintiff in exchange for a release under Code of Civil Procedure section 1542.

7 12. “**PAGA Aggrieved Employee Payment**” means a payment of 25% of the Net
8 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
9 with the settlement of the PAGA Claim.

10 13. “**PAGA Claim**” means the claim for civil penalties under the California Labor Code
11 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, “PAGA”) alleged in
12 the Action and stated in Plaintiff’s March 3, 2021 notice letter to the LWDA.

13 14. “**PAGA Counsel**” means Moon & Yang, APC.

14 15. “**Released Claims**” means all claims or causes of action for PAGA penalties that
15 were, or could have been asserted in Plaintiff’s November 15, 2020 letter to the LWDA or the
16 operative complaint in the Action, pursuant to the California Labor Code Private Attorneys General
17 Act of 2004, Labor Code §§ 2698, *et seq.*, based on alleged violations of Labor Code §§ 201-204,
18 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198,
19 2802, IWC Wage Order 1, sections 3, 4, 7, 11, and 12, whether for civil penalties or attorneys’ fees
20 and costs arising out of the PAGA claims at issue, including: failure to pay minimum and regular
21 rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to
22 authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to timely
23 pay final wages at termination, and failure to provide accurate itemized wage statements.

24 16. “**Released Parties**” shall mean Defendant, and all of its subsidiary companies,
25 affiliates, holding companies, successors, partners, shareholders, insurers, legal representatives,
26 assigns, employees, officers, directors, attorneys, and agents.

27 17. “**Representative Plaintiff**” means Plaintiff Juana Nieto Vazquez.

28 18. “**Settlement Administrator**” shall mean ILYM Group, Inc., a neutral third-party

1 administrator chosen by the Parties, subject to approval by the Court.

2 **RECITALS**

3 19. On November 15, 2020, Plaintiff sent a PAGA Notice to the Labor Workforce and
4 Development Agency (“LWDA”), with a copy to Defendant. On November 17, 2020, Plaintiff filed
5 a class action complaint in the Superior Court of the State of California, County of Ventura in a case
6 styled *Vazquez v. San Miguel Produce, Inc.*, Case No. 56-2020-00547115-CU-OE-CTA.

7 20. On February 2, 2021, Plaintiff filed a first amended complaint in the Action to the
8 add the PAGA Claim. On February 11, 2021, Plaintiff dismissed her individual and class allegations
9 because of the existence of an arbitration agreement which did permit proceeding on a class-wide
10 basis.

11 21. The PAGA Claims seek civil penalties and an award of reasonable attorneys’ fees
12 and costs.

13 22. The Parties have conducted a thorough investigation into the facts of the Action.
14 This included exchanging data and information as well as documents relating to the underlying
15 alleged violations. After attending a mediation with Mark Rudy, Esq. on March 8, 2022, the Parties
16 believe that the Settlement is fair, reasonable, and adequate. The Parties understand, acknowledge,
17 and agree that this Settlement Agreement constitutes a compromise of Representative Plaintiff’s and
18 the Aggrieved Employees’ PAGA Claim, and that it is the desire and intention of the Parties to
19 effect a final and complete resolution of the PAGA Claim that the Representative Plaintiff and the
20 Aggrieved Employees have against Defendant or any persons or companies affiliated with
21 Defendant.

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

26 24. Defendant denies all of the claims in the Action, and does not waive, but rather
27 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural
28 and factual grounds should this Settlement Agreement not become final. This Settlement

1 Agreement reflects a compromise reached to end litigation.

2 25. The Parties stipulate and agree to the following terms of this Settlement Agreement
3 with the intent that this Agreement finally disposes of the Action with prejudice.

4 **TERMS AND CONDITIONS**

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

7 **Gross Settlement Amount of \$190,000.00 Is Broken Down As Follows:**

- 8 • PAGA Counsel Attorneys' Fees not to exceed 35% (or \$66,500.00).
- 9 • PAGA Counsel Costs not to exceed \$16,000.00.
- 10 • Settlement Administration Costs not to exceed \$15,000.00.
- 11 • Service Award to the Plaintiff for \$8,000.00
- 12 • Approximately \$86,500.00 for the Net Settlement Amount:
 - 13 ○ 25% of the Net Settlement Amount for the PAGA Aggrieved
 - 14 Employee Payment (approximately \$21,625.00)
 - 15 ○ 75% of the Net Settlement Amount for the LWDA Payment
 - 16 (approximately \$64,875.00)

17 27. Subject to final Court approval and the conditions specified in this Agreement, and
18 in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees
19 to pay the Gross Settlement Amount of \$190,000.00. The Gross Settlement Amount includes, but
20 is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, LWDA
21 Payment, Payment to Plaintiff for the resolution of her individual claims, and Settlement
22 Administration Costs.

23 28. Escalator Clause: At mediation Plaintiff calculated based on the information
24 provided by Defendant through informal discovery that there was approximately 14,190 pay periods
25 as of March 8, 2022. If the actual number of pay periods is more than 10% greater than this number
26 (i.e., if there are more than 15,609 pay periods in the Covered Period), Defendant shall increase the
27 settlement payment in proportion to the increase in pay periods beyond 15,609 (e.g., if the number
28 of pay periods is higher by 12% (6,595 pay periods), the Gross Settlement Amount will increase by
two percent (2%)).

29 The Parties agree, subject to Court approval, that the Gross Settlement Amount shall

1 be apportioned as follows:

2 a. Settlement Administration Fees And Costs: The fees and costs associated
3 with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees,
4 tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Gross
5 Settlement Amount and are not to exceed \$15,000.00. The Parties agree to use ILYM Group, Inc.
6 as the Settlement Administrator. Any unused portion of the settlement administration fees shall be
7 distributed to the aggrieved employees and LWDA on a pro-rata basis.

8 b. PAGA Counsel’s Attorneys’ Fees and Costs: The Parties agree that, subject
9 to the Court’s review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
10 an amount that is up to 35% of the Gross Settlement Amount for attorneys’ fees (\$66,500.00), plus
11 actual litigation costs), not to exceed \$16,000.00. Any unused portion of the attorneys’ costs shall
12 be distributed to the aggrieved employees and LWDA on a pro-rata basis.

13 c. Service Award To Named Plaintiff: Subject to Court approval, Defendant
14 agrees to pay Plaintiff an enhancement award of Eight Thousand Dollars (\$8,000.00) to be paid
15 from the Gross Settlement Amount, as an enhancement for her service as the PAGA representative
16 and for the release of her individual claims.

17 Defendant will not oppose Plaintiff’s request for the Enhancement Award. Plaintiff will be
18 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
19 owing on said amount. The Parties agree that a reduction by the Court of the requested Enhancement
20 Award is not a basis for rendering the entire Settlement voidable or unenforceable.

21 d. Plaintiff’s Release of Claims. Except as otherwise provided herein, in
22 exchange for the consideration described herein, Plaintiff, on her own behalf and on behalf of her
23 descendants, dependents, heirs, executors, administrators, agents, assigns, and successors
24 (collectively, “Plaintiff’s Releasers”), hereby covenant not to sue and fully and unconditionally
25 forever release and discharge Defendant, its past, present, and future representatives, directors,
26 officers, employees, agents, attorneys, affiliates, members, and shareholders, as well as all parent
27 companies, affiliated companies, subsidiary companies, affiliates, clients, client facilities,
28 consultants, agents, attorneys, predecessors, assignors, and/or assigns (collectively, “Defendant’s

Released Parties”), from and against any and all claims, causes of action, judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, and expenses, including, but not limited to, attorneys’ fees and disbursements, or offsets of any nature whatsoever (collectively, “Claims”) that Plaintiff’s Releasors now have, have had, or may hereafter have against Defendant’s Released Parties arising out of the Parties’ relationship, the cessation of this relationship, including but not limited to those claims arising out of or relating to (i) Plaintiff’s performance and reputation, (ii) harassment, (iii) discrimination, (iv) retaliation, and (v) any Claims arising under the Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, and any other applicable state or federal law which took place prior to the Effective Date. Except for any rights created by this agreement, this General Release is intended to be interpreted as broadly as possible and to apply to any and all claims available to Plaintiff in any forum, including, but not limited to, including, but not limited to, any claims for unpaid wages, expense reimbursement, unpaid penalties or premiums, liquidated damages, class or representative actions governing employment (to the fullest extent allowed by applicable law), constructive termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, personal injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, claims under Labor Code section 132(a), violation of any provision of federal or state law governing employment, and any claim for attorneys’ fees or costs. All such claims are forever barred by this Agreement. However, this release shall not apply to claims for workers’ compensation benefits or unemployment insurance benefits or any other claims that Plaintiff cannot, by statute, lawfully waive by this Agreement.

e. Net Settlement Amount: After deducting PAGA Counsel’s Attorneys’ Fees

1 and Costs, Plaintiff's Service Award, and Settlement Administration Costs from the Gross
2 Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net
3 Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee
4 Payment. The Net Settlement Amount of approximately \$86,500.00 shall be allocated 75% to the
5 LWDA Payment, which is estimated to total \$64,875.00 ($\$86,500.00 \times 75\%$). The remaining 25%
6 of the Net Settlement Amount, estimated to total \$21,625.00 ($\$86,500.00 \times 25\%$), shall be allocated
7 to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a *pro rata*
8 basis as noted below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA**
9 **Payment.**"

10 f. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
11 wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS
12 Form 1099.

13 30. **Release By PAGA Members**

14 a. PAGA Members Limited Release. Each PAGA Member (including Plaintiff)
15 shall, for the Covered Period, fully release and forever discharge Defendants from any and all claims
16 for PAGA penalties that were asserted pursuant to Labor Code Section 2699 for civil penalties
17 (excluding wages) in Plaintiff's PAGA Notice, submitted on November 15, 2020.

18 b. No Claims Based On Agreement. No Aggrieved Employee will have any
19 claim against any of the Released Parties, Defendant's counsel, the Representative Plaintiff, or
20 PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing
21 requirements of the Settlement Administrator under this Agreement.

22 31. **Settlement Funding**

23 Subject to Court approval of the Settlement, payment shall be made to the administrator
24 within 14 days of Court approval (assuming that the LWDA has not intervened or indicated in
25 anyway that it intends to intervene in the settlement). If the LWDA has intervened, or indicated that
26 it may intervene, payment will be due 14 days after any such intervention is resolved, or the LWDA
27 indicates that it is no longer going to intervene in the Action.

28 32. **PAGA List.**

1 Within 10 days after the Effective Date, Defendant will compile a PAGA Member list
2 containing: (1) name; (2) last known home address and telephone number; (3) number of pay periods
3 as a PAGA Member during the Covered Period; and (4) social security number. The PAGA
4 Members shall receive a pro rata share of the 25 percent of the PAGA Penalties Payment allocated
5 to PAGA Members, which will be calculated using a ratio of (a) the number of weeks worked by
6 the PAGA Member during the Covered Period to (b) the total number of weeks worked by all PAGA
7 Members during the Covered Period.

8 33. **List Of Individual Settlement Amounts.**

9 Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement
10 Administrator will provide to PAGA Counsel and Defendant's counsel a Proceeds List reflecting
11 the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds List**"). The Proceeds List
12 provided to PAGA Counsel will not include the Aggrieved Employees' names, social security
13 numbers or contact information.

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

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

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

28 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA

1 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's
2 check is not cashed within that period, the settlement payment check will be voided and a stop-
3 payment will be issued. Neither Defendant, Defendant's counsel, Plaintiff, nor PAGA Counsel will
4 have any liability for lost or stolen settlement payment checks, forged signatures on settlement
5 payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a
6 settlement payment check within the 180 day period.

7 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
8 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
9 transmitted to California State Controller's Office for Unclaimed Property in the name of each
10 Aggrieved Employee who failed to cash their Individual PAGA Payment prior to the void date.

11 35. **Payments Of Attorneys' Fees And Costs, and the LWDA Settlement Payment.**

12 a. On the Payment Date, the Settlement Administrator will pay from the Gross
13 Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs.

14 b. On the Payment Date, the Settlement Administrator will pay the LWDA
15 Payment from the Net Settlement Amount by issuing a check payable to "California Labor
16 Workforce and Development Agency."

17 36. **Deadlines.**

18 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
19 the deadline will be automatically extended to the next regular business day. Unless specified
20 otherwise, all references to "days" shall mean calendar days.

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

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

28 38. **Mutual Full Cooperation.**

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

4 39. **Non-Admission Of Liability.**

5 The Parties enter into this Agreement to resolve the dispute that has arisen between them
6 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
7 Defendant does not admit, and specifically denies, that it has violated any federal, state, or local
8 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
9 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
10 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
11 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
12 with it, shall be construed as an admission or concession by Defendant of any such violations or
13 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
14 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
15 evidence in any action or proceeding to establish any liability or admission on the part of Defendant
16 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
17 federal, state, local or other applicable law.

18 40. **Effective Date Of Defendant's Obligations Under This Agreement.**

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

1 41. **Nullification.**

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

8 42. **Invalidation.**

9 Invalidation of any material term of this Settlement Agreement will invalidate this
10 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
11 provisions will remain in full force and effect.

12 43. **Entire Agreement.**

13 This Settlement Agreement constitutes the entire integrated agreement between the Parties
14 relating to the Action, and no oral representations, warranties, or inducements have been made to
15 any party concerning this Settlement Agreement other than the representations, warranties, and
16 covenants contained and memorialized in this Settlement Agreement. Representative Plaintiff and
17 Defendant have entered into a separate agreement resolving Representative Plaintiff's individual
18 claims, which she had previously dismissed without prejudice to proceed with the PAGA Claim.

19 44. **Authorization To Act.**

20 PAGA Counsel warrants and represents that they are authorized by the Representative
21 Plaintiff, and counsel of record for Defendant warrants that they are authorized by Defendant, to
22 take all appropriate action required or permitted to be taken by such Parties pursuant to this
23 Settlement Agreement to effectuate its terms, and to execute any other documents required to
24 effectuate the terms of this Settlement Agreement, except for any documents, including but not
25 limited to this Settlement Agreement, that are required to be executed by the Parties.

26 45. **Modification Only In Writing.**

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

1 46. **Binding On Successors.**

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

7 47. **No Prior Assignments.**

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

12 48. **Governing Law.**

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

15 49. **Counterparts.**

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

19 50. **Headings For Convenience Only.**

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

22 51. **Construction Of This Agreement.**

23 The Parties agree that the terms and conditions of this Settlement Agreement are the result
24 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
25 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
26 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
27 entire agreement between the Parties. Except as expressly provided in this Agreement, this
28 Settlement Agreement has not been executed in reliance upon any other oral or written

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

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

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

PLAINTIFF JUANA NIETO VAZQUEZ

Juana Nieto Vazquez

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Dated: _____

DEFENDANT SAN MIGUEL PRODUCE,
INC.

By: _____
Its: _____

APPROVED AS TO FORM ONLY:

MOON & YANG, APC

Dated: _____

Allen Feghali
Attorneys for Plaintiff

APPROVED AS TO FORM ONLY:

LOWTHROP RICHARDS McMILLAN
MILLER & TEMPLEMAN

Dated: _____

Darin Marx
Attorneys for Defendant

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Dated: 6/10/22

DEFENDANT SAN MIGUEL PRODUCE,
INC.

By: [Signature]
Its: 100

APPROVED AS TO FORM ONLY:

Dated: _____

MOON & YANG, APC

Allen Feghali
Attorneys for Plaintiff

APPROVED AS TO FORM ONLY:

Dated: 5/11/2022

LOWTHROP RICHARDS McMILLAN
MILLER & TEMPLEMAN

[Signature]
Darin Marx
Attorneys for Defendant

[Large Signature]

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[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: Juana Nieto Vazquez, an individual, on behalf of the State of California, as a private attorney general, Plaintiff v. San Miguel Produce, Inc., Defendant, Ventura County Superior Court, Case No. 56-2020-00547115-CU-OE-CTA filed on November 17, 2021 (the "Lawsuit")

[claims admin info]

You have received the enclosed check in connection with the Settlement of the above-referenced lawsuit brought by a former employee Juana Nieto Vazquez ("Plaintiff") against San Miguel Produce, Inc. (hereinafter, "SMP") for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA").

Plaintiff claimed she and other non-exempt employees of SMP employed anytime from November 15, 2019 through March 1, 2022 were subjected to various Labor Code violations.

SMP denies, and continues to deny, all allegations and liability, but to avoid further time and expense of protracted and uncertain litigation, SMP and Plaintiff have agreed to settle the lawsuit for civil penalties. The settlement, approved by the Court on [DATE], resolves the alleged claims brought on behalf of all non-exempt employees of SMP that worked in California any time between November 15, 2019 and March 1, 2022 ("PAGA Group").

Pursuant to the Court's Order, a payment of \$190,000.00 was approved in settlement of this lawsuit. Upon the date of entry of that Order approving this Settlement, and payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims defined as any and all claims, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations by Defendant of California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq., based on alleged violations of Labor Code §§ 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198, 2082, and the related applicable IWC Wage Order provision for the PAGA Period. The release does not extend to any individual claims.

After accounting for Plaintiff's Counsel's attorneys' fees of \$66,500 and reimbursement of litigation costs of \$ [REDACTED], settlement administration costs not to exceed fifteen thousand dollars (\$15,000), and \$8,000.00 as a service award and individual settlement Plaintiff, the remaining sum called the "PAGA Payment" will be divided pursuant to California law as follows: \$64,875 (75%) to the State of California Labor Workforce Development Agency and \$21,625 (25%) to all PAGA Group employees to be shared on a proportionate basis. The enclosed check represents your share based upon the number of Pay Periods you worked any time during the period from November 15, 2019 and March 1, 2022 ("PAGA Period"). An IRS 1099 form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

Regardless of whether you negotiate the enclosed check, by way of this Settlement and the corresponding Final Order, for the PAGA Period, each PAGA Settlement Employee shall fully release SMP for all claims for civil penalties under PAGA as alleged in the LWDA Letter and Plaintiff's Operative Complaint filed in this Action or reasonably could have been asserted under Labor Code § 2698 et seq. based upon the facts alleged in the LWDA Letter and Plaintiff's Complaint filed in this Matter. Nothing in this settlement releases any individual claims for damages you may have against SMP.

Your enclosed check is valid for 180 days from the date of its issuance. **It is strongly recommended that you cash or deposit this check immediately.** After that date, you cannot cash the check and it will be null and void and the amount forwarded to the State of California Controller's Office Unclaimed Property Division for further handling. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.**

If the check is lost or misplaced, please contact the Administrator immediately, [xxx-xxx-xxxx] to have it reissued. If you have any questions about your check, please contact the [insert administrator information].