

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

2 Plaintiff Roxana Abarca (hereinafter "Plaintiff"), individually and in her capacity as
3 representative of the State of California on behalf of other aggrieved employees, and Defendant
4 Cantaloupe Holdings, LLC (hereinafter "Defendant" or "Acosta"), hereby enter into this Settlement
5 Agreement and Release of Private Attorneys General Act of 2004 claims ("Settlement" or
6 "Agreement") as follows:

7 **I. DEFINITIONS**

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

- 9 1. "Action" shall mean the civil action entitled *Roxana E. Abarca v. Cantaloupe Holdings,*
10 *LLC*, Los Angeles County Superior Court, Case No. 21STCV08753.
- 11 2. "Defendant" shall mean Cantaloupe Holdings, LLC.
- 12 3. "Defense Counsel" shall mean Grace Y. Horoupian, Esq. and Lisa L. Peterson of Fisher
13 & Phillips LLP.
- 14 4. "Effective Date" means the date that approval of the Settlement is granted by the
15 Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this
16 matter.
- 17 5. "LWDA" refers to the California Labor & Workforce Development Agency.
- 18 6. "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, California
19 Labor Code Sections 2698, *et seq.*
- 20 7. "PAGA Period" shall mean the period from December 28, 2019 through the date of
21 approval of the settlement or July 18, 2022, whichever is earlier.
- 22 8. "PAGA Members" shall mean all current and former hourly non-exempt employees of
23 Defendant in California at any time during the PAGA Period.
- 24 9. "PAGA Fund" shall mean the Total Settlement Payment, less Plaintiff's Counsel
25 Payment, Plaintiff's Enhancement Awards, the Settlement Administrator Costs, and any other Court
26 mandated or approved deductions.
- 27 10. "Plaintiff" refers to Roxana Abarca, individually and in her capacity as representative of
28 the State of California on behalf of other aggrieved employees.

1 11. "Plaintiff's Counsel" collectively refers to Sanjay Bansal, Esq. of Bansal Law and
2 Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C.

3 12. "Parties" collectively refers to Plaintiff and Defendant.

4 13. "Released Claims" shall mean any and all claims arising out of or related to the
5 allegations set forth in the operative complaint and/or PAGA notice to the California Labor and
6 Workforce Development Agency that arose during the PAGA Period, including claims for failure to pay
7 all wages due, provide minimum wages or pay for all hours worked, failure to pay overtime
8 compensation, failure to provide meal and/or rest breaks, failure to pay proper meal or rest period
9 penalties, failure to keep accurate time records, failure to provide and maintain accurate itemized wage
10 statements, failure to keep accurate employee payroll records, failure to timely pay wages due during or
11 at separation of employment, failure to reimburse all business-related expenses, and claims arising under
12 or relating to the alleged violations of California Labor Code sections 200-206, 210, 225-226, 226.3,
13 226.7, 510, 512, 558, 1174, 1182, 1194, 1197, 1198, 2698-2699, and 2802 *et seq.* and applicable
14 California Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to IWC
15 Wage Order No. 5 (Cal. Code Regs., tit. 8, § 11050)

16 14. "Released Parties" shall mean Defendant Cantaloupe Holdings, LLC, and all of
17 Defendant's subsidiaries, parent corporation, divisions, affiliates, shareholders, members, agents,
18 predecessors, successors, and assigns, and their current and former employees, attorneys, officers,
19 directors and agents thereof, both individually and in their business capacities

20 15. "Settlement Administrator" shall mean a neutral third-party settlement administrator to
21 be mutually selected by the Parties.

22 16. "Total Settlement Payment" shall mean an amount not to exceed Two Hundred Ninety
23 Thousand Dollars and Zero Cents (\$290,000.00).

24 **II. RECITALS**

25 17. On or about December 28, 2020, Plaintiff sent a letter to the LWDA on behalf of herself
26 and other aggrieved employees in compliance with California Labor Code section 2699.3 ("PAGA
27 Notice"). Plaintiff seeks to represent himself and all PAGA Members. The LWDA did not indicate that
28 it intended to investigate the alleged violations referenced in the letter, and the 65-day time period

1 permitted for the LWDA to provide such a notification expired.

2 18. On or about March 5, 2021 Plaintiff filed this matter in Los Angeles Superior Court
3 alleging the same Labor Code violations set forth above.

4 19. On May 18, 2022, Plaintiff's Counsel and Defendant's counsel participated in private
5 mediation before an experienced wage and hour mediator, Daniel Turner, Esq. Through the mediator's
6 and the parties' efforts in mediation, the parties were able to reach a settlement of the Action, the terms
7 of which have been formalized in this Agreement.

8 20. Counsel for all Parties have thoroughly investigated the facts relating to the claims
9 alleged in the operative complaint and engaged in significant informal discovery in advance of
10 mediation. Based on their investigation and evaluation of this case, Plaintiff's Counsel have concluded
11 that the settlement is fair, reasonable, and adequate considering all known facts and circumstances,
12 including the defenses asserted by Defendant, the risks and uncertainties associated with ongoing
13 litigation, the potential inability for the Action to proceed to trial as a PAGA representative action,
14 potential adverse findings regarding liability, the statutory discretion provided to the Court to decrease
15 civil penalties under PAGA, and numerous potential appellate issues.

16 21. Defendant specifically denies, and continues to deny, each and every claim and
17 contention alleged in the Action and has always maintained that it has never engaged in any unlawful
18 acts regarding any of the matters alleged in the Action. Defendant further asserts that the Action cannot
19 manageably proceed to trial as a PAGA representative action.

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

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

23 22. Based on the factual and legal issues involved, the expense and time necessary to
24 prosecute the Action, the risks, uncertainty, and costs of further prosecution, the existence of arbitration
25 agreements with express class waiver clauses, the difficulty of proof necessary to establish a PAGA
26 representative action for purposes of liability, and the relative benefits to the PAGA Members of an
27 expeditious resolution of the Action, the Parties have concluded that the terms set forth in this
28 Settlement are fair, reasonable, adequate, and in the best interests of the PAGA Members.

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

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11 ***A. The Total Settlement Payment***

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23. By entering into this Settlement, Defendant denies any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that it engaged in any unlawful or wrongful conduct against Plaintiff and/or the PAGA Members. Rather, Defendant maintains it always complied with applicable laws governing wages and hours of work for its employees.

24. Defendant shall pay a Total Settlement Payment in a total amount of Two Hundred Ninety Thousand Dollars and Zero Cents (\$290,000.00). Defendant will fund the Total Settlement Payment in two installments: The first payment shall be in the amount of \$145,000 and shall be made within 30 days of Court approval of the settlement; and the second payment shall be in the amount of \$145,000 and shall be funded no later than January 15, 2023.

25. The Total Settlement Payment shall include Plaintiff's Counsel Payment, Enhancement Award to Plaintiff, Settlement Administrator Costs, and the PAGA Fund. Subject to the limited escalator provision in Paragraph 27, in no event shall Defendant be required to pay more than the Total Settlement Payment in connection with the Settlement.

26. Defendant shall provide the first installment of the Total Settlement Payment of \$145,000 to the Settlement Administrator within thirty (30) days of the Effective Date. Defendant shall provide the second installment of the Total Settlement Payment of \$145,000 to the Settlement Administrator no later than January 15, 2023.

27. Defendant represents that there are approximately 20,791 pay periods from December 28, 2019 through May 11, 2022. If the actual number of pay periods during the PAGA Period is more than ten percent (10%) greater than 20,791 pay periods (*i.e.*, greater than 22,871), the Total Settlement Payment will be increased by the percentage difference between the 10% increase and the actual

1 number of pay periods (*i.e.*, if there is a 12% difference, the Total Settlement Payment will increase by
2 2%).

3 ***B. Enhancement Awards To Named Plaintiff***

4 28. Subject to Court approval, Plaintiff shall seek a payment of Ten Thousand Dollars
5 (\$10,000.00), subject to Court approval, to be paid from the Total Settlement Payment, as an
6 enhancement for her services as the PAGA representatives and execution of a general release with
7 respect to Defendant ("Enhancement Award"), in addition to any payment she may otherwise receive as
8 a PAGA Member.

9 29. Defendant will not oppose Plaintiff's request for the Enhancement Award. Plaintiff will
10 be responsible for characterizing this compensation for tax purposes and for paying any taxes owing on
11 said amount. The Enhancement Awards approved by the Court and issued to Plaintiff will, if required
12 by law, be reported on an IRS Form 1099 to Plaintiff. The Parties agree that a reduction by the Court of
13 the requested Enhancement Awards does not constitute a material alteration of the terms of this
14 Agreement and shall not provide a basis for rendering the Settlement void or unenforceable. Any
15 reductions by the Court of the Enhancement Awards shall revert to the PAGA Fund.

16 30. Release by Named Plaintiff:

17 In addition to the Released Claims identified in Paragraph 13, Plaintiff agrees to release any
18 and all claims, whether known or unknown, under all federal, state and local statutes, and federal
19 and state common law (including but not limited to those for contract, tort, and equity), including,
20 without limitation, the California Unfair Competition Act (California Business and Professions
21 Code section 17200, *et seq.*) and the California Labor Code against the Released Parties. Plaintiff
22 acknowledges the language of Section 1542 of the California Civil Code, which provides:

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

27 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that
28 claims or facts in addition to or different from those which are now known or believed by Plaintiff to

1 exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims Plaintiff
2 now has against the Released Parties, whether known or unknown, suspected or unsuspected. Plaintiff
3 expressly acknowledges that the release in this Paragraph is intended to include in its effect, without
4 limitation, all claims Plaintiff did not know or suspect at the time of execution hereof, regardless of
5 whether the knowledge of such claims, or the facts upon which they might be based, would materially
6 have affected the settlement of this matter, and that the consideration given under this Settlement is also
7 for the release of those claims and contemplates the extinguishment of any such claims.

8 31. Plaintiff represents and affirms that she does not have any pending court actions,
9 arbitrations, or other legal proceedings against Defendant other than the Action.

10 ***C. Plaintiff's Counsel Payment of Attorneys' Fees and Costs***

11 32. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed
12 thirty five percent (35%) of the Total Settlement Payment, which is approximately One Hundred
13 Thousand Five Hundred Dollars and Zero Cents (\$101,500.00). Plaintiff's Counsel will also seek
14 reimbursement of reasonable litigation costs not to exceed Twenty Thousand Dollars (\$20,000.00)
15 (Plaintiff's Counsel's attorneys' fees and reasonable litigation costs are collectively referred to as the
16 "Plaintiff's Counsel Payment"). Plaintiff's Counsel will submit declarations in support of their request
17 for Plaintiff's Counsel Payment.

18 33. Defendant will not oppose or object to Plaintiff's Counsel Payment and any request or
19 application for attorneys' fees and costs submitted in connection therewith.

20 34. In the event that the Court does not approve the requested Plaintiff's Counsel Payment,
21 or the Court alters the attorneys' fees and litigation costs sought by Plaintiff's Counsel, the Parties agree
22 that any modifications or reductions by the Court of the requested Plaintiff's Counsel Payment (whether
23 in the aggregate or individually) does not constitute a material alteration of the terms of this Agreement
24 and shall not provide a basis for rendering the Settlement void or unenforceable.

25 35. Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. Any
26 reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the
27 PAGA Fund in the event Plaintiff's Counsel elect not to seek appellate review of the Court's order
28 awarding a lower amount of attorneys' fees sought.

D. Settlement Administration Fees and Costs

36. Settlement administration shall be done by the qualified, third-party Settlement Administrator agreed to by the Parties and approved by the Court. The Parties agree that the Settlement Administrator Costs shall be paid from the Total Settlement Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses, expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate payments to individual PAGA Members, any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents, and any other related fees and costs associated with the administrative duties associated with the Settlement (the "Settlement Administrator Costs").

37. The Settlement Administrator Costs shall be paid from the Total Settlement Payment. The Settlement Administrator Costs are estimated by Plaintiff's Counsel to not exceed Twenty Thousand Dollars (\$20,000.00). Any reductions by the Court or any unused Settlement Administrator Costs shall revert to the PAGA Fund.

E. PAGA Fund

38. After deducting the Plaintiff's Counsel Payment, Plaintiff's Enhancement Awards, and Settlement Administrator Costs, the remainder of the Total Settlement Payment shall be allocated to the LWDA and PAGA Members (the "PAGA Fund").

39. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Members ("PAGA Member Payment"), based on his or her proportionate share of pay periods during the PAGA Period as set forth in Section V(B.).

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

40. The Settlement Administrator shall establish a Qualified Settlement Fund ("QSF") for purposes of administering the Settlement. The Settlement Administrator shall furnish the QSF with its own Employer ID Number and calculate all settlement checks required under law based on information that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated

1 under this Settlement since no part of the Settlement will be classified as wages.

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

3 41. The pro-rata portion of the PAGA Fund that is paid to each PAGA Member shall be
4 determined based on the following formula:

5 (a) The payment to PAGA Members will be based on the number of pay periods that each
6 PAGA Member performed work for Defendant during the PAGA Period.

7 (b) The amount to be paid per pay period for each PAGA Member will be calculated by
8 dividing the number of pay periods that the PAGA Member performed work for Defendant during the
9 PAGA Period by the total aggregate number of pay periods all PAGA Members performed work for
10 Defendant during the PAGA Period. The PAGA Member's percentage of the PAGA Period will then
11 be multiplied by the PAGA Member Payment to arrive at the PAGA Member's pro rata share.

12 (c) Defendant's records shall be determinative for purposes of calculating the number of pay
13 periods and any payments to PAGA Members. The Settlement Administrator shall be responsible for
14 calculating each individual PAGA Member's respective pro-rata settlement payment.

15 ***C. Distribution of PAGA Fund***

16 42. Defendant shall provide the Settlement Administrator with a list of the names, addresses
17 and number of pay periods each of the PAGA Members performed work for Defendant during the
18 PAGA Period within thirty (30) days after the Court issues an Order approving the Settlement. The
19 contact information shall be provided confidentially to the Settlement Administrator only, and the
20 Settlement Administrator shall treat the information as private and highly confidential and take all
21 necessary precautions to maintain the confidentiality of contact information of the PAGA Members.
22 This information is to be used only to carry out the Settlement Administrator's duties as specified in this
23 Settlement, shall not be shared with Plaintiff's Counsel, and shall be destroyed promptly once the
24 Settlement Administrator has completed its delineated duties.

25 43. Within seven (7) days after the deposit of the second payment which is when the Total
26 Settlement Payment is fully funded, the Settlement Administrator shall pay to the LWDA an amount
27 equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.
28 Likewise, the Settlement Administrator shall distribute to PAGA Members their individual portion of

1 the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court. A letter approved by
2 the Parties will be included in the mailing of the Individual Payment to each PAGA Member.

3 44. Within seven (7) days after the deposit of the second payment which is when the Total
4 Settlement Payment is fully funded, the Settlement Administrator shall distribute the Plaintiff's
5 Enhancement Award.

6 45. Within seven (7) days after the deposit of the second payment which is when the Total
7 Settlement Payment is fully funded, the Settlement Administrator shall distribute to Plaintiff's Counsel
8 the court-approved Plaintiff's Counsel Payment.

9 46. The Settlement Administrator will send the Individual Payments to the PAGA Members
10 by First Class U.S. Mail.

11 47. To provide the best notice and delivery of Individual Payments practicable, any
12 Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by First
13 Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided
14 for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the
15 best available technology accessible (e.g., skip tracing, address verification, etc.) to the Settlement
16 Administrator or other mutually agreeable method to locate PAGA Members and will then mail the
17 Individual Payment to the address identified by First Class U.S. Mail. If no valid address is located, the
18 Individual Payment for that individual will be deemed undeliverable. If any PAGA Members cannot be
19 located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that
20 individual will be deemed undeliverable.

21 48. The Settlement Administrator shall maintain a list of the postmark date for the original
22 mailing of the Individual Payment to the PAGA Members, the postmark date of any subsequent mailing
23 to any PAGA Members, and a list of PAGA Members who did not receive the Individual Payment due
24 to the inability to locate a valid address using the procedures described herein or who otherwise could
25 not be located within two attempts at mailing.

26 49. All Individual Payment checks will remain valid and negotiable for 180 days from the
27 date of their initial mailing by the Settlement Administrator. After 180 days from the date of their
28 mailing by the Settlement Administrator, any uncashed checks will be void. For any PAGA Member

1 whose funds are undeliverable and/or who does not cash or negotiate her or his Individual Payment
2 check within 180 days, the uncashed funds shall be distributed to the Controller of the State of
3 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
4 *seq.* for the benefit of the PAGA Member(s) who did not cash their checks until such time that they
5 claim their property, or the property is otherwise disposed of pursuant to the Unclaimed Property
6 Laws. The Settlement Administrator will send Defense Counsel a list of any such uncashed checks
7 seven days prior to distributing those uncashed funds to the Controller.

8 50. The Settlement Administrator will prepare and issue any tax forms required by law,
9 including any IRS Form 1099s to PAGA Members, Plaintiff, and Plaintiff's Counsel.

10 51. The Settlement Administrator shall also prepare any accounting, declaration of
11 completion of distribution of settlement funds, or other settlement administrative task required by the
12 Court to effectuate the Settlement.

13 ***D. Settlement Administration Payment***

14 52. Within seven (7) days after the deposit of the second payment which is when the Total
15 Settlement Payment is fully funded, the Settlement Administrator shall deduct an amount equivalent to
16 the Settlement Administrator Costs.

17 **VI. RELEASED CLAIMS**

18 ***A. Claims Released by Plaintiff, the LWDA, and the State of California***

19 53. Upon the Effective Date and the date Defendant fully funds the Total Settlement
20 Payment, the LWDA, the State of California, and Plaintiff will fully release and forever discharge the
21 Released Parties from any and all Released Claims.

22 ***B. Tax Treatment and Tax Indemnification***

23 54. PAGA Members, including Plaintiff, will assume any tax obligations or consequences
24 which may arise from this Settlement. PAGA Members, including Plaintiff, release any and all claims
25 that they have or may have against Defendant for any claims, demands, deficiencies, levies,
26 assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related
27 to any payments made under this Settlement or any compensation provided at any time by Defendant or
28 any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any

1 action against any PAGA Members, including Plaintiff, for their individual share of taxes related to any
2 payments made under this Settlement or any compensation provided at any time by Defendant or any of
3 the Released Parties, each PAGA Member, including Plaintiff, shall be responsible for their own
4 defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or
5 federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation.
6 PAGA Members agree to hold Defendant and any of the Released Parties harmless and fully indemnify
7 Defendant and any of the Released Parties for any costs, assessments, penalties, taxes, and/or attorneys'
8 fees, which Defendant and any of the Released Parties may incur arising out of any and all claims made,
9 sought or imposed by the I.R.S., the California Franchise Tax Board, and/or any other federal, state or
10 local taxing board and/or agency in regard to any amounts due, or claimed to be due, by the PAGA
11 Member, if any, to such authority or agency as a result of the tax treatment of the payment described
12 above. If a PAGA Member has questions about any liability to any state or federal taxing authority,
13 they shall contact the Settlement Administrator. The PAGA Members, including Plaintiff, shall not
14 contact Defendant, any of the Released Parties, or Defense Counsel regarding this Settlement or its tax
15 consequences. Nothing herein shall be deemed to constitute tax advice or guidance.

16 55. Any payment to PAGA Members pursuant to this Settlement will not result in additional
17 benefit payments, such as 401(k) or bonus payments.

18 **VII. MISCELLANEOUS PROVISIONS**

19 ***A. Nullification of Settlement Agreement.***

20 56. In the event that: (a) the Court does not approve the Settlement as provided herein; (b)
21 the Court strikes, modifies, or does not approve any material term of this Agreement; or (c) the
22 Settlement does not become final as written and agreed to by the Parties for any other reason, then this
23 Agreement, and any documents generated to bring it into effect, will be null and void, all amounts
24 deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original
25 respective positions. The Parties' agreement to a representative PAGA Member group is for purposes of
26 Settlement only, therefore, if the Settlement is nullified or void, so too, is the agreement to treat this as a
27 representative action. Should such a nullification occur each of the Parties shall be referred to her, his,
28 its or their respective positions as if this Agreement did not exist. Pursuant to California Evidence Code

§ 1152, this Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Agreement. If this Agreement is not approved or does not become Effective (as defined by the Effective Date), the Parties agree that this Settlement Agreement is void, and remains protected by California Evidence Code § 1152.

B. Mutual Full Cooperation

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

C. Parties' Authority

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

D. Binding Nature of the Settlement

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

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

61. This Settlement constitutes the entire agreement between Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

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

E. Joint Drafting of Settlement Documents

63. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, including a full-day mediation with experienced wage and hour mediator Daniel Turner, Esq., and counsel have taken into account all relevant factors, present and potential risks with ongoing litigation.

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

F. Execution of the Settlement

65. This Agreement may be executed in any number of counterparts, any of which shall be deemed to be the original if fully executed by both Parties. This Agreement may be executed and delivered by facsimile or email and, when fully executed and delivered, this Settlement and photocopies thereof shall be legally binding and enforceable as the original. If an electronic signature is utilized by any signatory to this Agreement the Party and/or our counsel utilizing the electronic signature acknowledge that the electronic signature is binding pursuant to California Civil Code section 1633.1, *et seq.* (the "Uniform Electronic Transactions Act") and that it was obtained by the person for whom it appears, and appropriate measures were taken to protect the security and authenticity of the signatory.

G. Continuing Jurisdiction of the Court

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

H. Invalidity of Any Provision

67. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as

1 to define all provisions of this Agreement valid and enforceable.

2 ***I. No Collateral Attack***

3 68. This Agreement shall not be subject to collateral attack by any PAGA Member after the
4 Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the
5 PAGA Member failed for any reason to receive notice of the settlement and/or her or his Individual
6 Payment. PAGA Members do not have the right to object or opt out of the Settlement.

7 ***J. Notifications to the LWDA***

8 69. Plaintiff's Counsel shall notify the LWDA of the Settlement at the same time that it is
9 submitted to the Court and take all other steps required to effectuate the Settlement under Labor Code
10 Section 2699(l).

11 ***K. Representations by Plaintiff***

12 70. Plaintiff acknowledges the following:

13 (a) Plaintiff has carefully read and fully understands all of the provisions of this Settlement;

14 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement
15 and have not been coerced, threatened, or intimidated into executing this Settlement;

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

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

20 ***L. Representations by Defendant***

21 71. Defendant acknowledges the following:

22 (a) Defendant has carefully read and fully understand all of the provisions of this
23 Settlement;

24 (b) Defendant knowingly and voluntarily agrees to all of the terms set forth in this
25 Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;

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

28 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,

Defendant acknowledges that all Parties shall bear their own fees and costs through the conclusion of this Action.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claims as of the date(s) set forth below:

AGREED TO BY PLAINTIFF AS TO FORM AND CONTENT:
6/13/2022

DATED: June __, 2022

Roxana Abarca, individually and on behalf of other aggrieved employees

DocuSigned by:
ROXANA RIVERA ABARCA
5472AE01F83C46C...

DATED: June __, 2022

Cantaloupe Holdings, LLC

By:
Title:

APPROVED AS TO FORM BY PLAINTIFF'S COUNSEL:

BANSAL LAW

6/13/2022
DATED: June __, 2022

DocuSigned by:
Sanjay Bansal
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Sanjay Bansal
Attorney for Plaintiff and the Aggrieved Employees

BOKHOUR LAW GROUP, P.C.

6/13/2022
DATED: June __, 2022

DocuSigned by:
Mehrdad Bokhour
D8D3643F274040F...

Mehrdad Bokhour
Attorney for Plaintiff and the Aggrieved Employees

APPROVED AS TO FORM TO BY DEFENDANT'S COUNSEL:

FISHER PHILLIPS LLP

DATED: June __, 2022

Grace Y. Horoupian, Esq.
Lisa L. Peterson, Esq.
Attorneys for Defendant Cantaloupe Holdings, LLC