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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

LUIS ANGEL ROBLES GARCIA and
MARTIN GARCIA VERA, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

VAN DRUNEN FARMS – GOLDEN
STATE HERBS, INC., a California
Corporation,

Defendant.

Case No.

**JOINT STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION AND
PAGA CLAIMS**

Complaint Filed:

GOLBERG KOHN LTD.

Jon Klinghoffer (*pro hac vice* admission forthcoming)

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Attorneys for Defendant

1 This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims
2 (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered into by
3 and between Plaintiffs Luis Angel Robles Garcia and Martin Garcia Vera (hereinafter referred to as
4 “Class Representatives” or “Plaintiffs”) and on behalf of the Class and Aggrieved Employees (as
5 defined below) and Defendant Van Drunen Farms – Golden State Herbs, Inc. (“Defendant”) (Plaintiffs
6 and Defendant hereinafter collectively referred to as the “Parties”).

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFINITIONS**

9 1. “**Action**” shall mean the action entitled *Luis Angel Robles Garcia, et al. v. Van Drunen*
10 *Farms – Golden State Herbs, Inc.* to be filed in San Bernardino Superior Court.

11 2. “**Class Counsel**” shall mean Craig Ackermann of Ackermann & Tilajef, P.C. and
12 Tatiana Hernandez of Law Office of Tatiana Hernandez P.C.

13 3. “**Class Members**” shall mean Plaintiffs and all other hourly-paid non-exempt
14 employees who are or were employed by Defendant in the State of California, from February 17, 2017,
15 through the earlier of (i) preliminary approval or (ii) September 20, 2021 (“Settlement Class
16 Members”). Defendant represents that the Class consists of approximately 61 Class Members (as of
17 July 22, 2021) who worked approximately 37,157 shifts during the Class Period up until July 22, 2021.

18 4. “**Class Period**” shall mean February 17, 2017, through the earlier of (i) preliminary
19 approval or (ii) September 20, 2021.

20 5. “**Class Released Claims**” shall have the meaning ascribed to it in Paragraph 59 below.

21 6. “**Class Representatives**” or “**Plaintiffs**” shall mean Plaintiffs Luis Angel Robles
22 Garcia and Martin Garcia Vera.

23 7. “**Court**” shall mean the Superior Court of the State of California for the County of San
24 Bernardino.

25 8. “**Court’s Final Order and Judgment**” means the Final Order Approving Class Action
26 and PAGA Settlement, and Judgment in a form to be agreed upon by the Parties and approved by the
27 Court.

28 9. “**Defendant’s Counsel**” shall mean Prisca Kim of Goldberg Kohn Ltd.

1 10. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 36, below.

2 11. **“Final Approval Hearing”** shall mean the hearing whereat the Court shall consider,
3 without limitations, any timely objections to the Settlement from Settlement Class Members,
4 testimony from the Parties or their counsel, declarations regarding the claims process from the
5 Settlement Administrator, and otherwise make a final determination regarding the fairness of the
6 Settlement as set forth herein.

7 12. **“Incentive Awards”** shall mean the payments made to Plaintiffs in their capacity as
8 Class Representatives, which sum is over and above their Individual Settlement Payments.

9 13. **“Individual Settlement Payment”** will be the portion of the Net Settlement Amount
10 payable to a Settlement Class Member.

11 14. **“Net Settlement Amount”** shall have the meaning ascribed to it in Paragraph 39,
12 below.

13 15. **“Notice of Proposed Settlement”** or **“Notice”** means the Notice of Pendency of Class
14 Action in substantially the form attached hereto as Exhibit A, and as approved by the Court.

15 16. **“PAGA”** shall mean the California Labor Code Private Attorneys General Act, Labor
16 Code §§ 2698 *et seq.*

17 17. **“PAGA Employee”** or **“Aggrieved Employee”** shall mean Plaintiffs and all other
18 hourly-paid non-exempt individuals, who are or were employed by Defendant in the State of California
19 from December 23, 2019, through the earlier of (i) preliminary approval or (ii) September 20, 2021.

20 18. **“PAGA Payment”** means the payment to the State of California LWDA and the PAGA
21 Employees in settlement of all claims for PAGA penalties.

22 19. **“PAGA Employee Payments”** means the payment issued to each PAGA Employee
23 for his/her/their share of the PAGA Payment.

24 20. **“PAGA Period”** shall mean December 23, 2019, through the earlier of (i) preliminary
25 approval or (ii) September 20, 2021. Defendant represents that the PAGA Period includes
26 approximately 2,394 pay periods during the PAGA Period.

27 21. **“Parties”** shall refer to the Plaintiffs and Defendant, each of whom is a “Party.”

28 22. **“Released Parties”** collectively shall encompass Defendant and all of its parents,

1 subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns.

2 23. “**Settlement Administrator**” shall mean CPT Group, Inc. or another administrator to
3 be agreed upon by the Parties after bidding out the project.

4 24. “**Settlement Class Members**” shall mean the individual Class Members who did not
5 opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraph 52.

6 25. “**Gross Settlement Amount**” shall refer to One Hundred Eighty-Five Thousand
7 Dollars (\$185,000.00), which is the maximum amount that Defendant will pay pursuant to this
8 Settlement, excluding Defendant’s share of payroll taxes, which shall be paid by Defendant separately
9 and in addition to the Gross Settlement Amount.

10 **RECITALS**

11 26. In the Action, Plaintiffs alleged causes of action for (1) failure to pay all minimum
12 wages; (2) failure to pay all overtime wages; (3) failure to provide compliant meal periods and/or pay
13 missed meal period premiums; (4) failure to provide compliant rest periods to and/or pay missed rest
14 break premiums; (5) failure to pay timely wages; (6) failure to pay final wages; (7) failure to provide
15 complete and accurate wage statements; (8) UCL violations; (9) failure to maintain accurate records;
16 and (10) PAGA penalties.

17 27. Following exchange and extensive review of relevant documents and class data, on
18 July 22, 2021, the Parties engaged in a full-day mediation with experienced wage and hour class action
19 mediator Michael Leb, Esq., which resulted in a settlement.

20 28. Defendant denies any liability or wrongdoing of any kind whatsoever associated with
21 the claims in the Action, and further deny that, for any purpose other than settling this Action, this
22 Action is appropriate for class action or representative treatment.

23 29. It is the Parties’ desire to fully, finally and forever settle, compromise and discharge all
24 disputes and claims arising from or related to the allegations of this Action.

25 30. It is the Parties’ intention that this Stipulation of Settlement shall constitute a full and
26 complete settlement and release of all Class Released Claims and all PAGA Claims (as defined in
27 Paragraphs 59 and 60 below) against all Released Parties.

28 31. It is the Parties’ intention that this Settlement shall not become effective until the

1 Effective Date, as defined in paragraph 36, below.

2 32. Class Counsel have conducted a thorough investigation into the facts of this Action,
3 including an extensive review of relevant documents and data, and has diligently pursued an
4 investigation of the Class Members' claims against Defendant. Based on its and their own independent
5 investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
6 fair, reasonable and adequate and is in the best interest of the Class Members in light of all known
7 facts and circumstances, including the risks of significant delay, the class not being certified, and the
8 defenses asserted by Defendant. Defendant and Defendant's Counsel also agree that the Settlement is
9 in the best interests of the Class Members. Counsel for the Parties further agree that the Settlement is
10 fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

11 33. The Parties agree to cooperate and take all steps necessary and appropriate to
12 consummate this settlement in accordance with the terms of this Stipulation of Settlement.

13 **TERMS OF SETTLEMENT**

14 34. In consideration of the mutual covenants, promises and agreements set forth herein, the
15 Parties agree, subject to the Court's approval, to the terms herein.

16 35. It is agreed by and between Plaintiffs and Defendant that this Action and any claims,
17 demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by
18 Plaintiffs on behalf of themselves, the Class Members, and/or the PAGA Employees arising out of the
19 disputes which are the subject of this Action, be settled and compromised, subject to the terms and
20 conditions set forth in this Stipulation of Settlement and the Court's approval.

21 36. Effective Date: The Settlement embodied in this Stipulation of Settlement shall
22 become effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation
23 of Settlement has been executed by Plaintiffs, Defendant, Class Counsel and Defendant's Counsel;
24 (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the
25 Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt
26 out of the Settlement; (iv) the Court has held a formal fairness hearing and entered the Court's Final
27 Order and Judgment; and (v) the later of the following events: (A) when the period for filing any
28 appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal,

1 writ or other appellate proceeding having been filed; (B) when any appeal, writ or other appellate
2 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to
3 pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld
4 the Court's Final Order and Judgment with no right to pursue further remedies or relief.
5 Notwithstanding the foregoing, if there are no objections to the Settlement, the Effective Date shall be
6 the date of entry of the Final Approval Order. If the Court declines to approve the Settlement, the
7 entire Stipulation of Settlement is deemed void and unenforceable as if no settlement of any claim was
8 ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected
9 by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

10 37. Gross Settlement Amount: To implement the terms of this Settlement, Defendant
11 agrees to pay a maximum total payment of One Hundred Eighty Five Thousand Dollars and Zero
12 Cents (\$185,000.00) which includes payments to Settlement Class Members (excluding any
13 appropriate and lawfully required employer-side payroll taxes owed by Defendant on such payments
14 which Defendant shall be separately responsible for apart from the Gross Settlement Amount),
15 Incentive Awards to the Class Representatives, the PAGA Payment, the Settlement Administrator's
16 fees and costs, approved attorneys' fees and litigation costs, and any other payments provided by this
17 Settlement. Except as otherwise specified herein, Defendant shall not be required to pay any additional
18 monies beyond the amount of the Gross Settlement Amount plus the employer-side payroll taxes.
19 Further, no portion of the Gross Settlement Amount shall revert to Defendant, and any amount of the
20 Gross Settlement Amount not required to pay the above referenced amounts shall be paid to the
21 Settlement Class Members on a pro rata basis according to the formula contained herein.

22 38. Funding of Settlement Amount: Within twenty (20) calendar days after the Effective
23 Date, Defendant shall transfer to the Settlement Administrator an amount equal to the Gross Settlement
24 Amount plus the employer's share of payroll taxes. The delivery of the Gross Settlement Amount and
25 the employer's share of payroll taxes to the Settlement Administrator shall constitute full and complete
26 discharge of the entire obligation of Defendant under this Settlement. Once Defendant has made such
27 payments, they will be deemed to have satisfied all terms and conditions under this Settlement, shall
28 be entitled to all protections afforded to Defendant under this Settlement, and shall have no further

obligations under the terms of the Settlement regardless of what occurs with respect to those sums.

39. Allocation of the Gross Settlement Amount: Subject to Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein, the Parties agree the Gross Settlement Amount shall encompass the following: (1) Class Counsel's fees and expenses; (2) the Plaintiffs' Incentive Awards; (3) the Settlement Administrator's costs; (4) the PAGA Payment (including both the PAGA payment to the LWDA and the PAGA Settlement Checks); and (5) the Net Settlement Amount. After the deduction of the amounts approved for the Incentive Awards to the Class Representatives, the PAGA Payment, the Settlement Administrator's costs, Class Counsel's fees and expenses, the remainder shall be referred to as the Net Settlement Amount.

a. The Net Gross Settlement Amount shall be divided among the Settlement Class Members on a pro-rata basis, based upon the following:

- i. Each Settlement Class Member's pay period count, which shall be the sum of the total number of pay periods the Settlement Class Member worked during the Class Period;
- ii. Divided by the combined sum of all Settlement Class Members' pay period count; and
- iii. Multiplied by the value of the Net Gross Settlement Amount. Each Settlement Class Member's calculation of total pay periods worked and estimated share of the Net Settlement Amount shall be identified in the Notice.

b. The Parties agree that if any Settlement Class Member disputes the basis for determining their share of the Settlement, Defendant's records shall presumptively control unless the Settlement Class Member can produce documentation evidence of other pay periods worked during the relevant time period (including partial pay periods). The Parties further agree that any dispute that cannot be resolved by Class Counsel and Defendant's counsel may be brought before the Court before final approval of the Class Settlement.

c. To the extent that amounts in Paragraphs 43 and 44 below are not approved by the

Court, such amounts will be reallocated to the Net Settlement Amount unless allocated otherwise by agreement of the Parties, with approval of the Court.

- d. Twenty percent (20%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered wages, and will be reported as such to each Settlement Class Member on an IRS Form W-2. The Parties agree that eighty percent (80%) of the Net Settlement Amount distributed to each Settlement Class Member will be considered penalties and interest, and will be reported as such to each Settlement Class Member on an IRS Form 1099 misc., if applicable. The Parties further agree that the PAGA payment distributed to each PAGA Employee will be treated entirely as civil penalties, and will be reported as such to each PAGA Employee on an IRS Form 1099-Misc, if applicable.
- e. Within ten (10) calendar days of the transfer of the Gross Settlement Amounts to the Settlement Administrator, and only upon the Effective Date being met, the Settlement Administrator shall issue to each Settlement Class Member his/her/their Individual Settlement Payment.
- f. Any portion of the Net Settlement Amount not cashed within one-hundred eighty (180) days from the date of issuance of the check shall be paid to the *cy pres* recipients to be agreed upon by the Parties and approved by the Court in accordance with California Code of Civil Procedure § 384l.

40. PAGA Payment: Subject to the Court's Approval, up to a maximum of Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated as the PAGA Payment. Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), representing 75% of the PAGA Payment, shall be paid to the LWDA. Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release. To arrive at the PAGA Employee Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-rata basis, based upon the following:

- a. Each PAGA Employee's pay period count, which shall be the sum of the total number of pay periods the PAGA Employee worked during the PAGA Period;
- b. Divided by the combined sum of all PAGA Employees' pay period counts; and
- c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA Employees.

41. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual Settlement Payments, PAGA Employee Payments, and the Incentive Awards shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiffs, Settlement Class Members and/or PAGA Employee may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiffs, Settlement Class Members and PAGA Employees may be entitled under any benefit plans.

42. Settlement Administrator: The Settlement Administrator shall be CPT Group, Inc. or another administrator to be agreed upon by the Parties after bidding out the project (the "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the claims process. The fees and expenses of the Settlement Administrator, which is currently estimated at approximately Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), shall be paid through the Gross Settlement Amount.

43. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class Counsel shall seek attorneys' fees, which collectively shall not exceed one-third of the Gross Settlement Amount, up to Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty Six Cents (\$61,666.66), plus reasonable costs/expenses not to exceed Seven Thousand Five Dollars and Zero Cents (\$7,500.00), subject to approval by the Court. Defendant will not object to Class Counsel's application for attorneys' fees and costs in these amounts. The amount set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Stipulation of

1 Settlement, and the administration of the Settlement. Should Class Counsel collectively request a
2 lesser amount, or should the Court approve a lesser amount of attorneys' fees and/or attorneys' costs,
3 the difference between the lesser amount and the maximum amount set forth above shall be added to
4 Net Settlement Amount. No Class Counsel shall be entitled to further fees or costs from Defendant if
5 it or they elect to appeal any reduction in the requested fee or cost award. Any reduction by the Court
6 of Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient
7 grounds to void the Settlement. Plaintiffs and Defendant shall bear their own attorney's fees and costs,
8 except as provided herein.

9 44. Class Representatives' Incentive Awards: Subject to the Court's approval, the Class
10 Representatives will be paid Incentive Awards in an amount up to a maximum of Seven Thousand
11 Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff Garcia and Five Thousand Dollars and
12 Zero Cents (\$5,000.00) for Plaintiff Vera in recognition for their service as Class Representatives,
13 which shall be paid from the Gross Settlement Amount. Defendant will not object to Class Counsel's
14 application for Court approval of Incentive Awards to the Class Representatives in the aggregate
15 amount of Twelve Thousand Five Hundred Dollars (\$12,500.00). It is understood that the Incentive
16 Awards are in addition to any claimed Individual Settlement Payment or PAGA Employee Payment
17 to which Plaintiffs are entitled. The Incentive Awards shall not be deemed wages and will be reported
18 on an IRS Form 1099-Misc, if applicable.

19 45. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments
20 and withholding all required state and federal taxes in accordance with this Stipulation of Settlement.
21 The Settlement Administrator will issue IRS Forms W-2 with respect to the amounts paid as wages to
22 the Settlement Class Members, and IRS Forms 1099 with respect to the amounts paid as interest and
23 penalties to the Settlement Class Members and PAGA Employees. The Settlement Administrator will
24 also issue IRS Forms 1099 to: (1) Plaintiffs for the Incentive Awards; and (2) Class Counsel for the
25 amount paid for approved fees and costs. The Settlement Administrator will be responsible for
26 preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting
27 Defendant's share of payroll taxes to the appropriate government agencies on behalf of Defendant.
28 Plaintiffs and Class Counsel will be responsible for correctly characterizing this compensation for tax

1 purposes and for paying any taxes on the amounts received.

2 46. Indemnification: Plaintiffs and Class Counsel acknowledge and agree that they are and
3 will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
4 associated with their respective allocated portions of the payments described herein, and agree to
5 indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal,
6 State, or Local taxing authority that Plaintiffs or Class Counsel failed to pay or underpaid their or her
7 or his share of taxes associated with the payments set forth in this Settlement. The Parties acknowledge
8 and agree that Class Counsel is not responsible for the payment of any Federal, State, and Local taxes
9 or penalties associated with payments to Plaintiffs and Class Members.

10 **NOTICE TO THE SETTLEMENT CLASSES**

11 47. Within twenty (20) calendar days of preliminary approval of this Settlement by the
12 Court, Defendant shall provide to the Settlement Administrator a database containing the following
13 information ("Class Member List"):

- 14 a. The full name, and last known address and full social security number of all Class
15 Members; and
16 b. The information necessary to determine the estimated settlement allocation to each
17 Class Member, including: (i) The total number of pay periods worked by each Class
18 Member within the Class Period; and (ii) The total number of pay periods worked by
19 each PAGA Employee within the PAGA Period.

20 48. The Settlement Administrator (along with any of its agents) shall represent and warrant
21 that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards,
22 including a reasonable security protocol, for any personally identifiable information ("PII"), which it
23 receives from Defendant's Counsel and/or Class Counsel; (2) not disclose the PII to third parties,
24 including agents or subcontractors, without Defendant's consent; (3) not disclose or otherwise use the
25 PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendant with notice
26 if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement
27 Administrator may provide notice to both parties if the PII is subject to unauthorized access, use,
28 disclosure, modification or destruction; however, all additional communications from the Settlement

1 Administrator regarding the scope, circumstances, and substance shall be communicated solely to
2 Defendant.

3 49. The Settlement Administrator shall send a Notice to each Class Member by first class
4 mail within ten calendar days of receipt of the Class Member List. Prior to mailing the Notice, the
5 Settlement Administrator shall update the addresses of the Class Members by reference to the National
6 Change of Address Database maintained by the United States Postal Service. If a Notice is returned
7 as non-deliverable but with a forwarding address, the Settlement Administrator shall resend the Notice
8 to the forwarding address. If a Notice is returned as non-deliverable with no forwarding address, the
9 Settlement Administrator shall conduct an advanced skip trace to locate the most current address of
10 the person to whom the Notice was addressed, and shall resend within five (5) calendar days the Notice
11 to any updated address. Upon completion of these steps, the Parties shall be deemed to have satisfied
12 their obligations to provide the Notice to the affected Class Members.

13 50. The Settlement Administrator shall provide to the Court, concurrently with Plaintiffs'
14 Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the
15 mailing of the Notices.

16 51. The Settlement Administrator shall also be responsible for:

- 17 a. Mailing the Notice as directed by the Court;
- 18 b. Consulting with counsel for the Parties concerning any relevant issue, including
19 (without limitation) the estimated amounts of approximate Individual Settlement
20 Payments, PAGA Employee Payments, and the acceptance of any late or deficient
21 disputes;
- 22 c. Keeping track of timely and proper requests for exclusion;
- 23 d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and
24 the PAGA Payment to the LWDA;
- 25 e. Providing weekly status reports to counsel for the Parties, including: (a) the number of
26 Notices mailed (including information regarding undeliverable and/or emailed
27 Notices); (b) the number of disputes received (and sending copies of said disputes); (c)
28 the number of objections received; and, (d) the number of requests for exclusion

received;

- f. Notifying Counsel for Defendant of the wiring instructions to fund the Settlement Amount as approved by the Court;
- g. Preparing the checks containing the Individual Settlement Payments;
- h. Distributing and paying the Incentive Awards, Individual Settlement Payments, PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to Class Counsel;
- i. Issuing tax forms and addressing employer and employee-side payroll taxes; and
- j. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members.

REQUESTS FOR EXCLUSION

52. Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The request need not be in any particular form and will be considered a valid request for exclusion so long as it communicates a clear desire by the Settlement Class Member not to be included in the Settlement and/or Settlement Class, and identifies his/her/their full name and date of birth, and current address along with his/her/their signature. No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final. Class Members shall have no right to request exclusion from the PAGA release or PAGA Payment

53. Any Class Member who validly excludes himself/herself/themselves from this Settlement shall not be bound by this Settlement Agreement and shall not be entitled to any portion of the Net Settlement Amount.

54. If five percent (5%) or more of the Class Members opt out of the Settlement by submitting valid and timely requests for exclusion, Defendant shall have the sole and absolute

1 discretion to rescind/void the Settlement Agreement within twenty (20) days after receiving from the
2 Settlement Administrator the final list of requests for exclusion. In the event that the total number of
3 employees in the Class Period is more than 75 individuals, Plaintiffs have the right (but not the
4 obligation) to void the settlement. The Parties agrees to meet and confer in good faith before rescinding
5 or voiding the Settlement Agreement. In the event that one of the Parties elects to rescind/void the
6 Settlement Agreement, the electing Party shall provide written notice of such rescission to the other
7 Party. Such rescission shall have the same effect as a termination of the Settlement Agreement for
8 failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void
9 and have no further force or effect. The Parties specifically agree not to solicit opt-outs, directly or
10 indirectly, through any means.

11 **OBJECTIONS TO THE SETTLEMENT**

12 55. Each Class Member shall have forty-five (45) calendar days from the mailing of the
13 Notice, or such number of days as the Court shall specify, within which to postmark an objection, for
14 return to the Settlement Administrator. Any Class Member, who does not affirmatively opt-out of the
15 Settlement by submitting a valid and timely request for exclusion, may object to the approval of class
16 action settlement ("Objecting Class Member"). Any Class Member who makes a timely request for
17 exclusion has waives their right to object. The Objecting Class Member shall inform the Court and the
18 Parties in the objection of (1) full name and current address of the Objecting Class Member; and (2)
19 the specific reason(s) for the objection; and (3) shall also provide any and all evidence and supporting
20 papers (including, without limitation, all briefs, written evidence, and declarations) to be considered
21 by the Court.

22 56. Any Objecting Class Member who wishes to appear at the Final Approval Hearing and
23 be heard orally in support of, or in opposition to the class action settlement, need not state so in the
24 objection.

25 57. Counsel for the Parties shall file any response to the objections submitted by Objecting
26 Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

27 58. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
28 Class Members to submit written objections to the Settlement or to appeal from the Court's Final

Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

RELEASE OF CLAIMS BY CLASS REPRESENTATIVES, SETTLEMENT CLASS

MEMBERS, AND PAGA EMPLOYEES

59. The “Class Released Claims”. Upon the date Defendant funds the Gross Settlement Amount, Plaintiffs and all other Class Members will release the Released Parties from those claims alleged in Plaintiffs’ LWDA letters and in their forthcoming Complaint (“Complaint”), and that arose during the Class Period, including claims under Labor Code sections 201, 202, 203, 204, 210, 226(a) and (e), 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1199, and 2802, as well as Sections 3, 7, 11 and 12 of IWC Wage Order No. 14 and or any other applicable Wage Order(s), and section 17200 et seq. of the California Business and Professions Code based on the foregoing. The claims set forth hereinabove shall be collectively referred to as the “Released Claims.”

60. Release of PAGA Claims. Upon the date Defendant funds the Gross Settlement Amount, Plaintiffs and the PAGA Employees hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all civil penalty claims predicated on the claims alleged in the Complaint under PAGA, Labor Code section 266 et seq. The PAGA Employees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment.

61. Release of Claims by Class Representatives. Upon the date Defendant funds the Gross Settlement Amount, and as a condition of receiving any portion of their Incentive Awards, the Class Representatives, for themselves only, agree to the additional following General Release: In consideration of Defendant’s promises and agreements as set forth herein, the Class Representatives hereby fully release the Released Parties from any and all Class Released Claims and also generally release and discharge the Released Parties from any and all any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy,

1 any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or
2 damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied,
3 any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of
4 negligence, any theory of retaliation, any legal restriction on any Defendant's right to terminate the
5 employment relationship, or any federal, state, or other governmental statute, executive order,
6 regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided
7 by law. Class Representatives shall be deemed to have, and by operation of the Judgment shall have,
8 expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and
9 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or
10 state law that purports to limit the scope of a general release. Class Representatives, for themselves,
11 have read Section 1542 of the Civil Code of the State of California, which provides as follows:

12 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
13 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
14 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
15 **RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
16 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
17 **DEBTOR OR RELEASED PARTY.**

18 The Class Representatives understand that Section 1542 gives the right not to release existing claims
19 of which they are not now aware, unless the Class Representatives voluntarily choose to waive this
20 right. Having been so apprised, the Class Representatives nevertheless voluntarily waive the rights
21 described in Section 1542, and elect to assume all risks for claims that now exist in their favor, known
22 or unknown. The release of the claims of the Class Representatives as set forth in this Paragraph is a
23 condition precedent to enforcement of this Stipulation of Settlement.

24 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION**

25 62. Upon execution of this Stipulation and Settlement Agreement, Plaintiffs shall file a
26 Complaint that asserts all claims under the Labor Code, UCL, and PAGA that could be asserted based
27 on the allegations and theories set forth in their LWDA letter. Defendant's counsel shall have the right
28 to review the Complaint and make comments before it is filed.

63. For settlement purposes only, the Parties agree that the Class as defined in Paragraph 3
herein, and which will run through the end of the Class Period, may be certified in the Action. The

1 Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiffs will request that
2 the Court certify for settlement purposes the Class as to all non-PAGA claims that have been asserted,
3 which Defendant shall not oppose or object to.

4 64. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in
5 support of Plaintiffs' Motion for Preliminary Approval and for determination by the Court as to
6 whether the proposed Settlement is within the range of possible judicial approval. Promptly upon
7 execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an
8 order substantially in the following form:

- 9 a. Scheduling of the Final Approval Hearing on the question of whether the proposed
10 Settlement, including payment of attorneys' fees and costs and the Incentive Award
11 should be finally approved as fair, reasonable and adequate as to the Settlement Class
12 Members and for approval of the PAGA Settlement;
- 13 b. Certifying the Settlement Class;
- 14 c. Approving the Class Notice attached hereto as **Exhibit A**;
- 15 d. Directing the mailing of the Notice by first class mail to the Class Members and PAGA
16 Employees; and
- 17 e. Preliminarily approving the Settlement subject only to the objections of the Class
18 Members and final review by the Court.

19 65. The Parties will work cooperatively to mutually agree upon the form and content of the
20 Notice, as well as the Proposed Order Granting Preliminary Approval.

21 66. The Class Representatives and Class Counsel will not make any public disclosure of
22 the Settlement until after the filing of the motion for preliminary approval of the Settlement. The Class
23 Representative and each Class Counsel represent that they have not made any such disclosure. The
24 Class Representatives and Class Counsel shall not encourage any Class Members to opt-out. Class
25 Counsel will take all steps necessary to ensure that the Class Representatives are aware of, and will
26 encourage them to adhere to, the restriction against any public disclosure of the Settlement until after
27 the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and the Class
28 Representatives agree not to publicize the terms of this Settlement with the media, including but not

1 limited to, any newspaper, journal, magazine, website and/or online reporter of settlements, or
2 publicize the fact or the terms of this Settlement on any website.

3 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

4 67. Following final approval by the Court of the Settlement provided for in this Stipulation
5 of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in approximately the
6 following form and with input from Defendant's Counsel: Approving the Settlement, adjudging the
7 terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and
8 provisions including the approval of Class Counsel's application for an award of attorneys' fees and
9 costs and the Incentive Awards to the Class Representatives. The Parties will work cooperatively to
10 mutually agree upon the form and content of the Proposed Order Granting Final Approval of the Class
11 Settlement and Approval of the PAGA Settlement and Judgment.

12 **VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

13 68. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiffs
14 or Defendant may terminate this Settlement if after submitting the settlement for approval to the Court,
15 the Court declines to enter the preliminary approval order, the final approval order, or judgment in
16 substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does not
17 become final because of appellate court action. The terminating Party shall give to the other Party
18 (through counsel) written notice of its decision to terminate no later than fourteen (14) calendar days
19 after receiving notice that one of the enumerated events has occurred. Termination shall have the
20 following effects:

- 21 (a) The Stipulation of Settlement shall be terminated and shall have no force or effect, and
22 no Party shall be bound by any of its terms.
- 23 (b) In the event the Settlement Agreement is terminated, Defendant shall have no
24 obligation to make any payments to any party, Settlement Class Member, PAGA
25 Employee or Class Counsel.
- 26 (c) The preliminary approval order, final approval order and judgment shall be vacated.
- 27 (d) The Stipulation of Settlement and all negotiations, statements and proceedings relating
28 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall

be restored to their respective positions prior to the Settlement.

- (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

PARTIES' AUTHORITY

69. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

CATALYST THEORY

70. Defendant will not object to Plaintiffs representing in their approval papers that, as of final approval, Defendant has or will become Labor Code compliant on the issue of agricultural overtime, and has or will have fixed that issue to pay the 2021 agricultural overtime rate to field workers as to the date of final approval, and after Plaintiffs' PAGA letter was sent to the LWDA.

MUTUAL FULL COOPERATION

71. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking of such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

72. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from filing requests for exclusion.

NO PRIOR ASSIGNMENTS

73. The Parties and their respective counsel represent, covenant and warrant that they have not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action

or right herein released and discharged except as set forth herein.

NO ADMISSION

74. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of any Defendant. Each of the parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

BREACH AND ENFORCEMENT ACTIONS

75. The Parties will jointly request that the Court retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of a breach of this Settlement, the non-breaching Party shall provide notice to the breaching party and request that the breaching party cure any alleged breach. If the breach is not cured within thirty (30) days of said notice, the non-breaching party may pursue legal action or other proceeding against any other breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.

NOTICES

76. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing both electronically and by United States registered or certified mail, return receipt requested, and addressed as follows:

To Plaintiffs, the Settlement Class and Class Counsel:

Craig J. Ackermann (SBN: 229832)
ACKERMANN & TILAJEF, P.C.
 1180 S. Beverly Drive, Suite 610
 Los Angeles, CA 90035
 Telephone: (310) 277-0614
 Facsimile: (310) 277-0635
 Email: cja@ackermanntilajef.com

Tatiana Hernandez (SBN: 255322)
LAW OFFICE OF TATIANA HERNANDEZ P.C.
 1180 S. Beverly Drive, Suite 610
 Los Angeles, CA 90035
 Telephone: (213) 909-4248
 Facsimile: (310) 388-0639
 Email: tatiana@thawpc.com

To Defendant and Defendant's Counsel:

Prisca Kim
GOLDBERG KOHN LTD.
55 East Monroe Street, Suite 3300
Chicago, Illinois 60603-5792
Telephone: 312.201.3887
E-mail: jon.klinghoffer@goldbergkohn.com

CONSTRUCTION

77. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

78. 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 Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

79. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

80. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

1 ///

2 **BINDING ON ASSIGNS**

3 81. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
4 Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

5 **CLASS MEMBER SIGNATORIES**

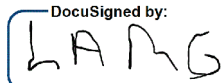
6 82. It is agreed that because the Class Members are so numerous, it is impossible or
7 impractical to have each member execute this Stipulation of Settlement. The Class Notice, Exhibit
8 "A" hereto, will advise the Class Members of the binding nature of the release, and the release shall
9 have the same force and effect as if this Stipulation of Settlement were executed by each member.

10 **COUNTERPARTS**

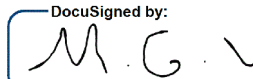
11 83. This Stipulation of Settlement may be executed in counterparts and by facsimile
12 signatures, and when each party has signed and delivered at least one such counterpart, each
13 counterpart shall be deemed an original and, when taken together with other signed counterparts, shall
14 constitute one Stipulation of Settlement binding upon and effective as to all parties.

15 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
16 Stipulation of Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth
17 below:

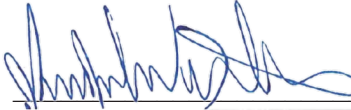
18 8/25/2021 | 5:26 PM PDT
19 Dated: _____, 2021

DocuSigned by:

F7D443001F28480... s Garcia
Plaintiff and Class Representative

21 8/25/2021 | 5:27 PM PDT
22 Dated: _____, 2021

DocuSigned by:

9113D7684FE445B...
Plaintiff and Class Representative

24 Dated: 9/10/2021, 2021



26 Defendant Van Drunen Farms –
27 Golden State Herbs, Inc.

28 ///

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APPROVED AS TO FORM AND CONTENT:

Dated: August 25, 2021

DocuSigned by:



6F3C75CDED5444B...
Craig P. Kohnmann

Counsel for Plaintiffs and the Putative Class

Dated: August 25, 2021

DocuSigned by:



56134847C3C542C...
Tatiana Hernandez

Counsel for Plaintiffs and the Putative Class

Dated: 10/12/21, 2021



Prisca Kim
Counsel for Defendant