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on behalf of himself, the State of California, and all other aggrieved employees

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Attorneys for Defendant GEMPERLE EGG PACKING CO., INC.
and GEMPERLE FAMILY FARMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

EDUARDO EZPARZA VELOZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

GEMPERLE EGG PACKING CO, INC., a
California corporation; GEMPERLE FAMILY
FARMS, an unknown business entity; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CV-21-000827

PAGA SETTLEMENT AGREEMENT

Complaint Filed: February 23, 2021
Trial Date: None Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between plaintiff EDUARDO EZPARZA VELOZ (“Plaintiff”), on behalf of himself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and defendants GEMPERLE EGG PACKING CO., INC. and GEMPERLE FAMILY FARMS on behalf of themselves and all of their current and former owners, parents, subsidiaries, members, representatives, agents, insurers, officers, directors, and employees (collectively, “Defendant”), on the other hand (Plaintiff and Defendant are collectively referred herein as, the “Parties”, and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(l)(2), upon and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action titled *Eduardo Ezparza Veloz, individually, and on behalf of others similarly situated v. Gemperle Egg Packing Co, Inc., a California corporation; Gemperle Family Farms, an unknown business entity, and DOES 1 through 10*, Case No. CV-21-000827 (the “Action”), pending before Superior Court of the State of California, for the County of Stanislaus.
- B. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- C. “Complaint” means the First Amended Complaint filed by Plaintiff on April 29, 2021, in the Action.
- D. “Court” means the Superior Court for the State of California, County of Stanislaus.
- E. “Covered Period” means the period of time from February 22, 2020, through approval of the Settlement, or such other date as is determined in accordance with Section III(G).

- 1 **F.** “Defendant” means the Defendants in this Action, GEMPERLE EGG PACKING
2 CO., INC. and GEMPERLE FAMILY FARMS.
- 3 **G.** “Effective Date” means the date upon full funding of the Settlement.
- 4 **H.** “Defendant’s Counsel” means Ryan Eddings, Esq, and Laura Devane, Esq of
5 LITTLER MENDELSON, P.C.
- 6 **I.** “LWDA” means the California Labor and Workforce Development Agency.
- 7 **J.** “LWDA Payment” means the portion of the payment from the Total Settlement
8 Amount to be paid to the LWDA under the Settlement Agreement.
- 9 **K.** “Net Settlement Amount” means the amount from the Total Settlement Amount
10 that is available for distribution as Settlement Shares to PAGA Settlement Group
11 Members and the LWDA Payment after deduction for (i) the Plaintiff’s Counsel
12 Fees and Expenses Payment, and (ii) the Settlement Administrator’s fees and
13 expenses. If any Settlement Share check is not timely cashed by a Settlement
14 Group Member, that share will be sent to the California State Controllers’ Office
15 Unclaimed Property Fund in the name of the Settlement Group Member.
- 16 **L.** “PAGA” means the Private Attorneys General Act of 2004, California Labor
17 Code section 2698 *et seq.*
- 18 **M.** “PAGA Notice” means a notice of proposed settlement pursuant to PAGA,
19 substantially in the form evidenced by **Exhibit A** to this Agreement.
- 20 **N.** “PAGA Released Claims” means any and all claims under PAGA that are pled in
21 Plaintiff’s Representative PAGA Action Complaint, or which could have been
22 pled under the PAGA based on the factual allegations in Plaintiff’s Representative
23 Action PAGA Complaint, that arose during the Covered Period.
- 24 **O.** “PAGA Settlement Group Members” means all individuals employed by
25 Defendant in California in any hourly, non-exempt capacity at any time during
26 the Covered Period.
- 27 **P.** “Plaintiff” means the Plaintiff in this Action, Eduardo Ezparza Veloz.
- 28

1 **Q.** “Plaintiff’s Counsel” means Kane Moon and Lilit Ter-Astvatsatryan of Moon
2 Law Group, PC.

3 **R.** “Released Parties” means Defendant and all of its past, present and future officers,
4 directors, employees, agents, board members, shareholders, stockholders,
5 attorneys, insurers, reinsurers, customers, partners, investors, members,
6 representatives, predecessors, parent companies, subsidiaries, dbas, affiliates,
7 divisions, related entities, joint venturers, co-employers, joint employers,
8 successors, agents, principals, heirs, estates, executors, trustees, administrators,
9 fiduciaries, spouses, servants, accountants, auditors, associates, and assigns and
10 any individual or entity that could be jointly liable with Defendant, and each of
11 them.

12 **S.** “Settlement” means this PAGA Settlement Agreement.

13 **T.** “Settlement Administrator” means the administrator proposed by the Parties and
14 appointed by the Court to administer the Settlement. The Parties have agreed to
15 propose Phoenix Settlement Administrators to serve in this capacity.

16 **U.** “Settlement Share” means the portion of the Net Settlement Amount allocable to
17 each PAGA Settlement Group Member as provided by this Agreement.

18 **V.** “Total Settlement Amount” means the total amount to be paid by Defendant as
19 provided by this Agreement. The Total Settlement Amount is three hundred
20 ninety thousand dollars and no cents (\$390,000.00). The Total Settlement
21 Amount will cover any and all amounts associated with the Settlement, including,
22 , (1) all Settlement Shares to PAGA Settlement Group Members, (2) the LWDA
23 Payment, (3) the Plaintiff’s Counsel Fees and Expenses Payment, and (4) the
24 Settlement Administrator’s fees and expenses.

25 **II. FACTUAL BACKGROUND**

26 **A.** On or about February 22, 2021, Plaintiff served a letter to the LWDA and
27 Defendant in accordance with the requirements of Labor Code section 2699.3, to notify the
28 LWDA of alleged violations by Defendant of California Labor Code: (1) failure to pay minimum

1 wages (Labor Code sections 204, 1194, 1194.2, and 1197); (2) failure to pay overtime
2 compensation (Labor Code sections 1194 and 1198); (3) failure to provide meal periods (Labor
3 Code sections 226.7 and 512); (4) failure to authorize and permit rest breaks (Labor Code section
4 226.7); (5) failure to timely pay final wages at termination (Labor Code sections 201-203); and
5 (6) failure to provide accurate itemized wage statements (Labor Code section 226).

6 **B.** On February 23, 2021, Plaintiff commenced this Action. Plaintiff's Complaint
7 sought damages, on his behalf and on behalf of a class of all non-exempt or hourly employees,
8 for the following alleged violations of the California Labor Code: (1) failure to pay minimum
9 and regular rate wages (Labor Code sections 204, 1194, 1194.2, and 1197); (2) failure to pay
10 overtime compensation (Labor Code sections 1194 and 1198); (3) failure to provide meal periods
11 (Labor Code sections 226.7 and 512); (4) failure to authorize and permit rest breaks (Labor Code
12 section 226.7); (5) failure to timely pay final wages at termination (Labor Code sections 201–
13 203); (6) failure to provide accurate itemized wage statements (Labor Code section 226); and
14 (7) unfair business practices (Business and Professions Code sections 17200 *et seq.*).

15 **C.** On April 29, 2021, Plaintiff filed First Amended Class Action and
16 Representative Action Complaint, adding an eighth cause of action under the Private Attorneys
17 General Act ("PAGA").

18 **D.** On May 3, 2021, the Court signed an Order dismissing Plaintiff's individual and
19 class claims, without prejudice, based on an executed arbitration agreement signed by Plaintiff
20 governing his employment with Defendant, leaving the PAGA claims as the only operative
21 claims in the Action.

22 **E.** In the Action, Plaintiff sought penalties under PAGA on behalf of himself and the
23 PAGA Settlement Group Members for alleged violations of California's Labor Code.

24 **F.** The Parties have each independently analyzed and investigated the facts and law
25 relevant to this case through informal discovery, including, but not limited to, the employment
26 policies, procedures, and practices implicated by the PAGA representative claims; timekeeping
27 records, payroll records, and wage statements relating to Plaintiff and other non-exempt
28 employees on whose behalf the PAGA claims are asserted in the Action; and summaries of data

1 pertaining to the number of employees allegedly affected by the PAGA claims, inclusive of
2 implicated pay periods.

3 **G.** On August 10, 2023, the Parties participated in a full-day mediation with
4 reputable class and collective action mediator, Steven Serratore, Esq. Prior to mediation,
5 Defendant by and through its counsel supplied Plaintiff's counsel with employee and payroll
6 data, policy documents and additional information regarding Defendant's non-exempt, hourly
7 employees in California who during the Covered Period, were employed by Defendant.

8 **H.** During the mediation, each side, represented by its respective counsel, discussed
9 the material liability and damages risks of their respective cases and the potential impact of an
10 adverse result in the Action. By and through the assistance of the mediator, the Parties
11 subsequently agreed to a complete resolution of the Action. The Parties have agreed to settle the
12 Action in its entirety pursuant to the terms and conditions of this Agreement.

13 **I.** This Settlement contemplates the entry of an Order by the Court approving the
14 payment allocated for settlement of PAGA penalties to PAGA Settlement Group Members, and
15 the dismissal with prejudice of the Complaint and the entire Action.

16 **J.** This Agreement represents a compromise and settlement of highly disputed
17 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant
18 that Plaintiff's claims in the Action have merit or that Defendant has any liability whatsoever to
19 Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that
20 Defendant's defenses in the Action have merit.

21 **III. SETTLEMENT TERMS AND CONDITIONS**

22 **A. Non-Admission.** Nothing in this Settlement nor the acts to be performed or
23 judgments to be entered pursuant to the terms of the Settlement shall be construed to be an
24 admission by Plaintiff that his claims do not have merit or by Defendant of any liability or
25 wrongdoing as to Plaintiff, allegedly Aggrieved Employees or any other person. Defendant
26 specifically disclaims any such liability or wrongdoing. Defendant denies the allegations in the
27 Action in their entirety and specifically denies that it has committed any misconduct, statutory
28 or regulatory violation, wrongdoing or any other actionable conduct of any kind. The Parties

1 have entered into this Settlement with the intention to avoid further disputes and litigation and
2 their attendant inconvenience, expenses and risks. This Settlement and any related court
3 documents or orders are not, and may not be cited or admitted as, evidence of liability.

4 **B. Total Settlement Amount.** Subject to the terms and conditions of this Agreement
5 and court approval, the Total Settlement Amount is three hundred ninety thousand dollars and
6 no cents (\$390,000.00.) The Total Settlement Amount will cover any and all amounts associated
7 with the Settlement, including, (1) all Settlement Shares to PAGA Settlement Group Members,
8 (2) the LWDA Payment, (3) the Plaintiff's Counsel Fees and Expenses Payment, and (4) the
9 Settlement Administrator's fees and expenses. The settlement is non-reversionary, such that the
10 entire Total Settlement Amount will be disbursed.

11 **C. Net Settlement Amount.** The Parties agree that the following amounts should
12 be subtracted from the Total Settlement Amount, if approved by the Court, resulting in a Net
13 Settlement Amount to distribute to the LWDA and PAGA Settlement Group Members: (1)
14 Payment to the Settlement Administrator; and (2) Payment to Plaintiff's Counsel for attorney's
15 fees and costs.

16 **D. Payment to Settlement Administrator.** The Settlement Administrator will pay
17 to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the
18 Court, and not to exceed ten thousand dollars (\$10,000.00).

19 **E. Payment to LWDA.** The Settlement Administrator shall pay to the LWDA 75%
20 of the Net Settlement Amount, as required by California Labor Code section 2699(i).

21 **F. Payment to Plaintiff's Counsel.** Defendant will not oppose Plaintiff's Counsel's
22 request for a Fees and Expenses Payment in the total, maximum amount of one hundred twenty
23 nine thousand nine hundred and eighty seven dollars and no cents (\$129,987.00) for attorneys'
24 fees (up to 33.33% of the Total Settlement Amount) and reasonable and actual expenses. The
25 Settlement Administrator will issue to Plaintiff's Counsel a Form 1099 with respect to the
26 awarded attorneys' fees and costs.

27 **G. Settlement Share to PAGA Settlement Group Members.** Subject to the terms
28 and conditions of this Agreement, the Settlement Administrator will allocate 25% of the Net

1 Settlement Amount as Settlement Shares to the PAGA Settlement Group Members in proportion
2 to the number of pay periods they worked for Defendant during the Covered Period, as required
3 by California Labor Code section 2699(i). No deductions shall be taken, and a Form 1099 will
4 be issued to each Settlement Group Member for his/her Settlement Share because the Action
5 sought civil penalties and interest, only, and not actual wages. The Settlement Administrator will
6 be responsible for issuing any 1099 or other tax forms as may be required by law for all amounts
7 paid pursuant to this Settlement. Defendant makes no representations or warranties with respect
8 to tax consequences of any payment under this Settlement.

9 If the total number of pay periods worked by the PAGA Group during the Covered Period
10 exceeds 44,000 (i.e., ten percent above the 44,000 pay periods that Defendant reported prior to
11 or during the mediation), the Settlement Amount shall increase in proportion to the increase
12 above ten percent. In other words, an 11 percent increase in pay periods will result in a 1 percent
13 increase in the Settlement Amount, or Defendant may choose to limit the release period to
14 whenever the number of pay periods during the Covered Period reaches 44,000, as determined
15 in Defendants' sole and absolute discretion.

16 **H. Appointment of Settlement Administrator.** The Parties have agreed to propose
17 Phoenix Settlement Administrators as the Settlement Administrator to resolve disputes in
18 connection with the calculation of Settlement Shares in accordance with the Settlement;
19 distribute Settlement Shares and other payments due under the Settlement; and otherwise
20 administer the Settlement. The Settlement Administrator's duties will include preparing,
21 printing, and mailing the Notice Packet to the PAGA Settlement Group Members; conducting a
22 National Change of Address search and using Accurint and other reasonable and cost-effective
23 skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was
24 returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the
25 PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments
26 due under the Settlement; and otherwise administering the Settlement pursuant to this
27 Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of
28 printing and mailing the Notice Packet, will be paid out of the Total Settlement Amount.

I. Procedure for Approving Settlement.

1. Motion for an Order Approving the Settlement.

a. Plaintiff will move to file a Motion for an Order Approving PAGA Settlement.

b. Pursuant to PAGA, Plaintiff will submit to the LWDA the PAGA Notice substantially evidenced by **Exhibit A** to this Agreement, enclosing this Agreement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA.

c. Plaintiff will submit to the Court an order granting the motion and dismissing the Action in its entirety.

d. At any hearing regarding the Approval, the Parties will jointly appear and support the granting of the Motion.

e. Should the Court decline to approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Parties will meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. If no agreement can be reached, the Settlement will be null and void and the Parties will have no further obligations under it and shall return to their positions prior to entering into this Settlement in the first instance.

2. No Right to Opt Out or Object. The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court. The Parties further agree that a PAGA Settlement Group Member's recovery under this Settlement does not act to preclude claims not encompassed within the release of claims in Section III.J.1.

3. Notice to PAGA Settlement Group Members. After the Court enters its order granting approval of the Settlement, every PAGA Settlement Group Member will be provided with the Notice of his/her Settlement Share.

1 a. Within fourteen (14) days after the Court Order is signed,
2 approving the Settlement, Defendant will provide to the Settlement Administrator the names, last
3 known addresses, Social Security numbers and Covered Pay Periods of all PAGA Settlement
4 Group Members. The Settlement Administrator shall keep this information confidential and not
5 disclose it to Plaintiff's Counsel or any third parties. If any or all of the PAGA Settlement Group
6 Members' data is unavailable to Defendant, Defendant will use best efforts to deduce or
7 reconstruct the data prior to when it must be submitted to the Settlement Administrator.

8 b. Within seven (7) days after receiving the PAGA Settlement Group
9 Members' data from Defendant, the Settlement Administrator will send a Notice to each PAGA
10 Settlement Group Member. The Settlement Administrator will mail this information to all
11 identified PAGA Settlement Group Members, using the mailing address information provided
12 by Defendant, unless modified by any updated address information that the Settlement
13 Administrator obtains in the course of administration of the Settlement. In the event of returned
14 or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate
15 PAGA Settlement Group Members and re-send the notices.

16 c. If a Notice is returned because of an incorrect address, the
17 Settlement Administrator will promptly, and not later than five (5) days from receipt of the
18 returned Notice, search for a more current address for the PAGA Settlement Group Member
19 using Accurint and/or other reasonable and cost-effective skip trace methods, and re-mail the
20 Notice to the PAGA Settlement Group Member. The Settlement Administrator will use the
21 PAGA Settlement Group Members' data to find a more current address. The Settlement
22 Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job
23 parameters, court orders, and fees, as agreed to with counsel and according to the following
24 deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a
25 Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps will
26 include, at a minimum, the tracking of all undelivered mail; performing address searches for all
27 mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement Group
28 Members for whom new addresses are found.

1 **4. Waiver of Right to Appeal.** Provided that the final disposition of the
2 Action is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their
3 respective counsel hereby waive any and all rights to appeal from it, including all rights to any
4 post-dismissal proceeding or appellate proceeding, such as a motion to vacate or set aside
5 dismissal, a motion for new trial, and any extraordinary writ, and the dismissal therefore will
6 become non-appealable at the time it is entered. The waiver of appeal does not include any
7 waiver of the right to oppose any appeal, appellate proceedings or post-dismissal proceedings.
8 This paragraph does not preclude Plaintiff or Plaintiff's Counsel from appealing from a refusal
9 by the Court to award the Plaintiff's attorneys' fees and/or costs sought by them. If an appeal is
10 taken, the time for consummating the Settlement (including making payments under the
11 Settlement) will be suspended until such time as the appeal is finally resolved and the disposition
12 of the Action becomes Final, as defined in this Agreement.

13 **5. Vacating, Reversal, or Material Modification of Dismissal on Appeal**
14 **or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion,
15 petition, or application, the reviewing court vacates, reverses, or modifies the disposition of this
16 Action such that there is a material change to the Settlement, and that court's decision is not
17 completely reversed and the disposition of this Action is not fully affirmed on review by a higher
18 court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party
19 must do by giving written notice to the other Parties, the reviewing court and the Court no later
20 than thirty (30) days after the reviewing court's decision vacating, reversing, or materially
21 modifying the disposition of this Action becomes Final. A vacation, reversal or modification of
22 the Court's award of the Representative Plaintiff's Payment and/or Plaintiff's attorneys' fees
23 and/or costs will not constitute a vacating, reversal or material modification of the disposition of
24 this Action within the meaning of this paragraph, although Plaintiff or Plaintiff's Counsel have
25 the right to appeal from any refusal by the Court to award the Plaintiff's Counsel's attorneys'
26 fees and/or costs sought by them.

1 **6. Timing of Settlement Payments.** The settlement payment provided for
2 in Paragraph III.B. shall be made within thirty (30) days after the Court Order is signed approving
3 the Settlement.

4 **7.** Within seven (7) days after the Court Order is signed approving the
5 Settlement, the Settlement Administrator will provide Defendant with wire transfer information.
6 Within thirty (30) days after the Court Order is signed approving the Settlement, Defendant will
7 transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within
8 seven (7) days after Defendant has transferred the Total Settlement Amount to the Settlement
9 Administrator, the Settlement Administrator will make the following payments from the Total
10 Settlement Amount: distribution as Settlement Shares to PAGA Settlement Group Members; the
11 LWDA Payment paid to the LWDA; Plaintiff's Counsel Fees and Expenses Payment paid to
12 Plaintiff's Counsel; and the Settlement Administrator's fees and expenses.

13 **8. Uncashed Settlement Share Checks.** A PAGA Settlement Group
14 Member must receive or cash his or her Settlement Share payment or check within 180 calendar
15 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the
16 Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement
17 Group Member at his or her correct address. If any PAGA Settlement Group Member's
18 Settlement Share check is not cashed within 120 days after its last mailing to the PAGA
19 Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group
20 Member a letter or postcard informing him or her that, unless the check is cashed in the next 60
21 days, it will expire and become non-negotiable and offering to replace the check if it was lost or
22 misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for his
23 or her Settlement Share within 180 days after it is mailed to him or her, the funds shall be
24 distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund
25 in the Settlement Group Member's name.

26 **J. Release and Waiver of Claims.**

27 **1. PAGA Settlement Group Members.** Upon the full funding of the
28 Settlement, Plaintiff, acting on behalf of the State of California, and all PAGA Settlement Group

Members shall release Defendant and the Released Parties from any and all claims based on the Private Attorneys General Act (2004), arising during the Covered Period, including but not limited to claims under Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1194, 1194.2, 1197, 1198, 2698, 2699.3, and 2699.5, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims").

K. No Effect on Other Benefits. The payment to PAGA Settlement Group Members will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or the PAGA Settlement Group Members, and they will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

L. Confidentiality Preceding Approval. Plaintiff will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, the LWDA and vendors related to settlement administration, regarding the Settlement.

M. Miscellaneous Terms.

1. No Admission of Liability.

a. Defendant denies that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

b. Whether or not the disposition of this Action becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be

(i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties in any further proceeding in the Action or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement or in defense of any claims released or barred by this Agreement.

2. Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants and inducements expressly stated in this Agreement and its exhibits.

3. Attorney Authorization. Plaintiff's Counsel and Defendant's Counsel each warrant and represent that they are authorized by their respective clients to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this

1 Agreement. No attorney for any party is a party to this agreement and will not be liable for any
2 Party's breach of any of the terms of this Agreement.

3 **4. Modification of Agreement.** This Agreement, and any and all parts of it,
4 may be amended, modified, changed or waived only by an express written instrument signed by
5 all Parties or their successors-in-interest.

6 **5. Agreement Binding on Successors.** This Agreement will be binding
7 upon, and inure to the benefit of, the successors of each of the Parties.

8 **6. Applicable Law.** All terms and conditions of this Agreement and its
9 exhibits will be governed by and interpreted according to the laws of the State of California,
10 without giving effect to any conflict of law principles or choice of law principles.

11 **7. Cooperation in Drafting.** The Parties have cooperated in the drafting and
12 preparation of this Agreement. This Agreement will not be construed against any Party on the
13 basis that the Party was the drafter or participated in the drafting.

14 **8. Fair Settlement.** The Parties and their respective counsel believe and
15 warrant that this Agreement reflects a fair, reasonable and adequate settlement of the Action and
16 have arrived at this Agreement through arms-length negotiations, taking into account all relevant
17 factors, current and potential.

18 **9. Headings.** The descriptive heading of any section or paragraph of this
19 Agreement is inserted for convenience of reference only and does not constitute a part of this
20 Agreement.

21 **10. Execution in Counterpart.** This Agreement may be executed in one or
22 more counterparts. All executed counterparts and each of them will be deemed to be one and the
23 same instrument provided that counsel for the Parties will exchange between themselves original
24 signed counterparts. Facsimile signatures will be accepted if the original signature is provided
25 within seven days. Any executed counterpart will be admissible in evidence to prove the
26 existence and contents of this Agreement. The Parties agree this Agreement may be signed
27 electronically using "DocuSign," "Adobe Sign" or other verifiable electronic signature program,
28 pursuant to California Civil Code Section 1633.7, and that any party using such electronic

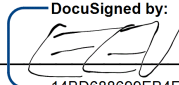
signature program will retain any and all documents related to the signature process for purposes of authenticating the signature. If Plaintiff's counsel provides only an electronic signature, he waives any challenge to the veracity of such signature on this Agreement.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: 11/20/2023

EDUARDO EZPARZA VELOZ

DocuSigned by:

14BD688699EB4F9...
Plaintiff

Dated:

GEMPERLE EGG PACKING CO., INC.
and GEMPERLE FAMILY FARMS

By: _____

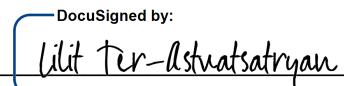
Name:

Title:

APPROVED AS TO FORM:

Dated: 11/20/2023

MOON LAW GROUP, PC

DocuSigned by:

430309C4901C495...
By: _____
Kane Moon
Lilit Ter-Astvatsatryan
Attorneys for Plaintiff EDUARDO
EZPARZA VELOZ

Dated:

LITTLER MENDELSON, P.C.

By: _____

Ryan Eddings
Laura Devane
Attorneys for Plaintiff GEMPERLE EGG
PACKING CO., INC. and GEMPERLE
FAMILY FARMS