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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

ENRIQUE LOPEZ, individually, and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

PACIFIC DUTCH GROUP, LLC, a limited  
liability company; BRAND FARMS, LLC, a  
limited liability company; ARROYO VERDE  
COLLECTIVE, INC., a California corporation;  
PBR PROPERTY MANAGEMENT, LLC, a  
limited liability company; RINCON POINT  
FARMS, LLC, a limited liability company; DP  
FARMS, LLC, a limited liability company; and  
DOES 1 through 10, inclusive,

Defendants.

Case No.: 21CV01197

**JOINT STIPULATION OF CLASS ACTION  
SETTLEMENT**

Complaint filed: March 24, 2021  
Trial date: Not set

**JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

This Joint Stipulation of Class Action Settlement (“Joint Stipulation of Settlement” or “Settlement” or “Agreement”) is made and entered into by and between Plaintiff Enrique Lopez, individually, and on behalf of all others similarly situated, (“Plaintiff” or “Class Representative”), and Defendants Pacific Dutch Group, LLC, Brand Farms, LLC, Arroyo Verde Collective, Inc., PBR Property Management, LLC, Rincon Point Farms, LLC, and DP Farms, LLC (collectively, hereinafter “Defendants”). Plaintiff and Defendants are collectively referred to herein as “the Parties.”

THE PARTIES STIPULATE AND AGREE as follows:

**DEFINITIONS**

1. For purposes of this Settlement, “Complaint” refers to the operative complaint at the time the Court grants Preliminary Approval of this Settlement.

2. For purposes of this Settlement, this matter, entitled *Enrique Lopez v. Pacific Dutch Group, LLC, et al.*, Santa Barbara Superior Court Case No. 21CV01197, is referred to herein as the “Action.”

3. For purposes of this Settlement, the “Cy Pres Beneficiary” shall be the Girls Inc of Carpinteria, whose mission is to empower girls and women to achieve personal, social, political, and economic success, or such other 501(c)(3) organization as may be approved by the Court if the Court, on its own initiative, rejects Girls Inc.

4. For purposes of this Settlement, the “Class Period” is March 24, 2017 through September 17 2021.

5. For purposes of this Settlement, the “Class” or “Class Members” consist of: All persons who worked for any Defendant in California as an hourly, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending September 17, 2021. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator.

6. For purposes of this Settlement, “Class Counsel” means Seung Yang, Esq., Allen Feghali, Esq., and Brett M. Gunther, Esq. of MOON & YANG, APC.

7. For purposes of this Settlement, “Covered Workweeks” means the number of weeks a

1 Class Member was employed by Defendants in California during the Class Period. Defendants' best  
2 estimate is that the Class Members worked approximately 40,000 Covered Workweeks.

3 8. For purposes of this Settlement, "Response Deadline" means the date forty-five (45) days  
4 after the Settlement Administrator initially mails the Notice to Class Members and the last date on which  
5 Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a  
6 re-mailed Notice, the Response Deadline will be the later of 45 calendar days after initial mailing or 14  
7 calendar days from re-mailing. The Response Deadline may be extended only as expressly described  
8 herein.

9 9. For purposes of the Settlement, "Defendants' Counsel" means Jeffrey A. Dinkin, Esq. and  
10 Jared W. Speier, Esq. of STRADLING, YOCCA, CARLSON & RAUTH, P.C.

11 10. For purposes of this Settlement, "PAGA Allocation" means the amount that the Parties  
12 have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection with the  
13 Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The  
14 Parties have agreed that the PAGA Allocation will be \$80,000 from the Gross Settlement Amount.  
15 Pursuant to PAGA, Seventy Five Percent (75%), or \$60,000, of the PAGA Penalty Payment will be paid  
16 to the LWDA ("PAGA Penalty Payment"), and Twenty Five Percent (25%), or \$20,000 of the LWDA  
17 Payment will be included in the Net Settlement Amount for PAGA Employees ("PAGA Settlement  
18 Payment").

19 11. For purposes of this Settlement, "PAGA Period" means the period between March 24,  
20 2020 through September 17, 2021.

21 12. For purposes of this Settlement, "PAGA Employee" means all Class Members that worked  
22 during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement, all PAGA  
23 Employees are "aggrieved employees" as defined pursuant to PAGA.

24 13. For purposes of this Settlement, "PAGA Pay Periods" means the number of pay periods  
25 each PAGA Employee worked during the PAGA Period.

26 14. For purposes of this Settlement, "PAGA Representative" means Plaintiff.

27 15. For purposes of this Settlement, "Released PAGA Claims" means all claims asserted  
28 through California Labor Code §§ 2698, *et seq.*, that arise out of or are related to the Released Claims set

1 forth below, and are subject to assertion through PAGA.

2 16. For purposes of this Settlement, "Released PAGA Claims Period" means the period  
3 between March 24, 2020 through September 17, 2021.

4 17. For purposes of this Settlement, "Settlement Payments" means all of the payments to  
5 Settlement Class Members (the "Settlement Class Payments") and all of the payments to PAGA  
6 Employees (the "PAGA Settlement Payment").

7 **STIPULATED BACKGROUND**

8 18. On March 23, 2021, Plaintiff submitted a "Notice of Labor Code Violations and PAGA  
9 Penalties" online to the Labor & Workforce Development Agency to satisfy the administrative exhaustion  
10 requirement that is a prerequisite to filing a claim for Civil Penalties under the Labor Code Private  
11 Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] ("PAGA"). More than 65 days have passed  
12 since the Plaintiff's submission of the notice letter and Plaintiff has not received any notice from the  
13 LWDA of its intent to investigate the claims set forth in the March 23, 2021 PAGA letter.

14 19. On March 24, 2021, Plaintiff Enrique Lopez filed a putative Class Action alleging the  
15 following labelled causes of action: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194,  
16 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3)  
17 Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest  
18 Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code  
19 § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to  
20 Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices  
21 [Cal. Bus. & Prof. Code §§ 17200, et seq.] On June 11, 2021, Plaintiff filed a First Amended Complaint  
22 (the "Operative Complaint") to add a cause of action for Civil Penalties under the Labor Code Private  
23 Attorneys General Act of 2004 [Lab. Code § 2699, et seq.] (the "Action.").

24 20. In the Operative Complaint, Plaintiff sought to represent all non-exempt employees who  
25 worked for Defendants in California, and who were denied minimum and overtime wages, who did not  
26 receive all meal and rest periods legally entitled, who did not receive reimbursement for expenses incurred  
27 for business purposes, who did not timely receive all wages upon their resignation or termination of  
28 employment, and who did not received accurate itemized wage statements at any time during the period

beginning four years before the filing of the initial complaint and ending September 17, 2021.

21. Solely for purposes of settling this case, the Parties and their respective counsel stipulate and agree that the requisites for establishing class certification with respect to the Class Members have been met and are met. More specifically, the Parties stipulate and agree that:

- (a) The Class is ascertainable and so numerous as to make it impracticable to join all Class Members.
- (b) There are common questions of law and fact including, but not limited to, the following:
  - 1) Whether or not Plaintiff and the Class Members were compensated for all hours worked, including minimum and overtime wages;
  - 2) Whether or not Plaintiff and the Class Members were provided and/or authorized and permitted all meal and rest periods;
  - 3) Whether or not Plaintiff and the Class Members timely received all wages owed upon the termination and/or resignation of their employment;
  - 4) Whether or not Defendants maintained accurate records of all hours Plaintiff and the Class Members worked;
  - 5) Whether or not Defendants failed to reimburse necessary business expenses; and,
  - 6) Whether or not Defendants engaged in unlawful or unfair business practices affecting the Class in violation of California Business and Professions Code §§ 17200-17208.
- (c) Plaintiff's claims are typical of the claims of the Class Members.
- (d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class.
- (e) The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.
- (f) With respect to the Class, questions of law and fact common to the members of the

1 Class predominate over any questions affecting any individual member in such  
2 Class, and that a class action is superior to other available means for the fair and  
3 efficient adjudication of the controversy.

4 22. Should, for whatever reason, the Settlement not become effective, the fact that the Parties  
5 were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be  
6 admissible in connection with, the issue of whether the Class Members and/or the Class Claims should be  
7 certified in a non-Settlement context in this Action or in any other lawsuit. Defendants expressly reserve  
8 their right to oppose claim or class certification in this or any other action should this Settlement not  
9 become effective.

10 23. Defendants expressly deny any liability or wrongdoing of any kind whatsoever associated  
11 with the claims alleged in the Complaint, and Defendants further deny that, for any purpose other than  
12 settling this lawsuit, the action is appropriate for class or representative treatment. With respect to  
13 Plaintiff's claims, Defendants contend, among other things, that Plaintiff and the Class Members have  
14 been paid proper wages, have been provided meal periods or they have been made available as required,  
15 have been provided rest periods or they have been authorized and permitted as required, did not incur any  
16 business expenses that were not reimbursed, have been paid timely wages upon separation of employment,  
17 and have been provided with accurate itemized wage statements. Defendants contend, among other  
18 things, that they have complied at all times with the California Labor Code and the applicable Wage  
19 Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendants contend  
20 that they have complied at all times with the California Business and Professions Code.

21 24. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge  
22 all disputes and claims arising from or related to the Operative Complaint.

23 25. Class Counsel has conducted a thorough investigation into the facts of this Action,  
24 including an extensive review of relevant documents, and has diligently pursued an investigation of the  
25 claims of the Class against Defendants. Based on its own independent investigation and evaluation, Class  
26 Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set  
27 forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the  
28 Class in light of all known facts and circumstances, including the risk of significant delay, the risk the

1 Class will not be certified by the Court, defenses asserted by Defendants, and numerous potential appellate  
2 issues. Defendants and Defendants' Counsel also agree that the Settlement is fair and in the best interest  
3 of the Class.

4 26. The Parties agree to cooperate and take all steps necessary and appropriate to obtain  
5 preliminary and final approval of this Settlement.

6 27. The Parties agree to stay all proceedings in the Action, except such proceedings necessary  
7 to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the  
8 Court.

9 **PRIMARY TERMS OF SETTLEMENT**

10 28. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements  
11 set forth herein, the Parties agree, subject to the Court's approval, as follows:

12 (a) It is agreed by and among the Class and Defendants that this case and any claims,  
13 damages, or causes of action arising out of the disputes which are the subject of  
14 this case, be settled and compromised as between the Class and Defendants,  
15 subject to the terms and conditions set forth in this Settlement and the approval of  
16 the Court.

17 (b) Effective Date: The terms of settlement embodied in this Settlement shall become  
18 effective when all of the following events have occurred: (i) this Joint Stipulation  
19 of Settlement has been executed by all Parties and their respective counsel; (ii) the  
20 Court has given preliminary approval to the Settlement; (iii) the Notice has been  
21 given to the class, providing them with an opportunity to dispute information  
22 contained in the Notice, to exclude themselves from the Settlement, or to object to  
23 the Settlement; (iv) the Court has held a final approval hearing and entered a final  
24 order and judgment certifying the Class and approving this Settlement; and (v) the  
25 later of the following events: (a) sixty-five (65) days following notice of entry of  
26 the Court's final order approving the Settlement ; or (b) if any appeal, writ or other  
27 appellate proceeding opposing this Settlement has been filed within sixty-five (65)  
28 days following notice of entry of the Court's final order approving the Settlement,

1 then twenty (20) days after when any appeal, writ or other appellate proceeding  
2 opposing the Settlement has been resolved finally and conclusively with no right to  
3 pursue further remedies or relief. In this regard, it is the intention of the Parties that  
4 the Settlement shall not become effective until the Court's order approving the  
5 Settlement is completely final, and there is no further recourse by an appellant or  
6 objector who seeks to contest the Settlement.

7 (c) Gross Settlement Amount: Defendants' maximum total payment under the  
8 Settlement, including all attorney's fees and costs, the Service Payment to the  
9 named Plaintiff, the costs of settlement administration, the PAGA Allocation, and  
10 any other payments provided by this Settlement, is \$800,000.00 ("Gross Settlement  
11 Amount"), subject to the Escalator Clause and except that, to the extent that any  
12 portions of the Class Members' Settlement Payments constitute wages, Defendants  
13 will be separately responsible for any employer payroll taxes required by law,  
14 including the employer FICA, FUTA, and SDI contributions.

15 (d) Escalator Clause: If it is later determined prior to Final Approval Hearing that the  
16 number of Covered Workweeks is more than 10% greater than the original  
17 estimates of 40,000 Covered Workweeks (i.e. 44,000 or more Covered  
18 Workweeks), the Gross Settlement Amount shall be increased by the percentage  
19 that the actual number of Covered Workweeks exceeds the original estimates  
20 beyond 10% (the "Escalator Clause"). The Gross Settlement Amount will not be  
21 reduced for any reason.

22 (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount will  
23 revert to Defendants.

24 (f) No Claims Required: Class Members will not be required to submit a claim to  
25 receive their Settlement payment.

26 (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by  
27 deducting from the Gross Settlement Amount (\$800,000.00) the following sums,  
28 subject to approval by the Court: (1) attorney's fees (not to exceed 35% of the

Gross Settlement Amount, or \$280,000.00); (2) reasonable litigation costs (not to exceed \$25,000.00); (3) the Service Payment (not to exceed \$10,000.00); (4) the PAGA Penalty Payment in the amount of \$60,000.00 (which is 75% of the \$80,000.00 PAGA Allocation); and (5) costs of settlement administration (estimated not to exceed \$25,000). Settlement Payments to the Class Members will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

(h) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members' Settlement Payments constitute wages, Defendants will be separately responsible for any **employer** payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendants' maximum total liability under this Settlement shall not exceed the Gross Settlement Amount. The Settlement Administrator will calculate and submit the Defendants' employer share of payroll taxes after advising Defendants of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Defendants in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.

(i) Settlement Class Payments (Excludes PAGA Payments): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount (less the PAGA Settlement Payments), as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks worked during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows: [Covered Workweeks worked by a Settlement Class Member] ÷ [Sum of all Covered Workweeks worked by all Settlement Class Members] × [Net Settlement Amount – all PAGA Settlement Payments] =

1 individual Settlement Payment for a Settlement Class Member. Settlement Class  
2 Payments in the appropriate amounts will be distributed by the Settlement  
3 Administrator by mail to the Settlement Class Members. Un-cashed, unclaimed or  
4 abandoned checks, shall be transmitted to the *Cy Pres* Beneficiary, as set forth  
5 below.

6 (j) PAGA Payments: PAGA Settlement Payments will be paid out of the Net  
7 Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the  
8 PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement  
9 Administrator. Class Members will not be permitted to exclude themselves from  
10 this portion of the Settlement. The pro-rata share will be determined by comparing  
11 the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to  
12 the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period  
13 as follows: [PAGA Pay Periods worked by a PAGA Employee] ÷ [Sum of all  
14 PAGA Pay Periods worked by all PAGA Employees] × [PAGA Settlement  
15 Payment] = individual PAGA Employee's portion of the PAGA Settlement  
16 Payment. PAGA Settlement Payments to PAGA Employees in the appropriate  
17 amounts will be distributed by the Settlement Administrator by mail to the PAGA  
18 Employees at the same time Settlement Class Payments issue to the Settlement  
19 Class. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the *Cy*  
20 *Pres* Beneficiary, as set forth below. The LWDA's PAGA Penalty Payment will  
21 issue to the LWDA at the same time Settlement Payments issue to the Settlement  
22 Class.

23 (k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class  
24 Payments will be allocated as follows: 10% to wages, 45% to interest, and 45% to  
25 penalties. The PAGA Settlement Payment shares to PAGA Employees will be  
26 entirely allocated to penalties. Appropriate federal, state and local withholding  
27 taxes will be taken out of the wage allocations, and each Class Member will  
28 receive an IRS Form W-2 with respect to this portion of the Settlement Payment.

1 The employer's share of payroll taxes and other required withholdings will be paid  
2 as set forth above, including but not limited to the Defendants' FICA and FUTA  
3 contributions, based on the payment of claims to the Class Members. IRS Forms  
4 1099 will be issued to each Class Member reflecting the payments for penalties and  
5 interest. Class Members are responsible to pay appropriate taxes due on the  
6 Settlement Payments they receive. To the extent required by law, IRS Forms 1099  
7 and W-2 will be issued to each Class Member with respect to such payments.

8 (l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement  
9 Payments to individual Class Members shall be deemed to be paid to such Class  
10 Member solely in the year in which such payments actually are received by the  
11 Class Member. It is expressly understood and agreed that the receipt of such  
12 Settlement Payments will not entitle any Class Member to additional compensation  
13 or benefits under any company bonus, contest or other compensation or benefit  
14 plan or agreement in place during the period covered by the Settlement, nor will it  
15 entitle any Class Member to any increased retirement, 401(k) benefits or matching  
16 benefits or deferred compensation benefits. It is the intent that the Settlement  
17 Payments provided for in this Settlement are the sole payments to be made by  
18 Defendants to the Class Members, and that the Class Members are not entitled to  
19 any new or additional compensation or benefits as a result of having received the  
20 Settlement Payments (notwithstanding any contrary language or agreement in any  
21 benefit or compensation plan document that might have been in effect during the  
22 period covered by this Settlement).

23 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendants will not  
24 object to Class Counsel's application for attorney's fees not to exceed 35% of the  
25 Gross Settlement Amount (\$280,000.00.00) and reimbursement of litigation costs  
26 and expenses not to exceed \$25,000.00. The difference between the amounts  
27 requested as attorneys' fees and costs and the actual amounts awarded will be  
28 distributed to the class as Settlement Payments.

(n) Service Payment: Subject to Court approval, and in exchange for a general release, Defendants will not object to Class Counsel's application for an additional payment of up to \$10,000.00 to Plaintiff Lopez for service as a Class Representative ("Service Payment"). It is understood that the Service Payment is in addition to the individual Settlement Payment to which Plaintiff is entitled to along with the other Class Members. In exchange, Plaintiff has agreed to release all claims, whether known or unknown, under federal law or state law against the Releasees, to the extent permitted by law, through the Class Period ("Plaintiff's Released Claims"). Plaintiff understands that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Specifically excluded from Plaintiff's Released Claims are any claims for workers' compensation benefits. The Service Payment will issue at the same time all Settlement Payments are mailed to the Settlement Class. The difference between the amounts requested as a service payment and the actual amounts awarded will be distributed to the class as Settlement Payments.

(o) Defendants or the Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Plaintiff. The Plaintiff will be individually responsible for correctly characterizing this compensation on personal income tax returns for tax purposes and for paying any taxes on the amounts received. Should the Court approve a Service Payment in an amount less than that set forth above, the difference between the lesser amount(s) approved by the Court and the Service Payment amount(s) set forth above shall be added to the Net Settlement Amount. Plaintiff agrees not to exclude himself from the Settlement or object to the Service

1 Payment as the Class Representative.

2 (p) Settlement Administrator: The Settlement Administrator will be ILYM Group,  
3 Inc., or such Settlement Administrator as may be mutually agreeable to the Parties  
4 and approved by the Court. Settlement Administration Costs are estimated not to  
5 exceed \$25,000. The costs of the Settlement Administrator for work done shall be  
6 paid regardless of the outcome of this Settlement.

7 (q) Funding of Settlement Account: Defendants agree to make payments required  
8 under this settlement as follows: (1) \$300,000 within 30 days of final approval, (2)  
9 \$250,000 within 150 days of final approval and (3) \$250,000 within 300 days of  
10 final approval.

11 (r) Disbursement Schedule: With the exception of the Service Payment to Plaintiff  
12 which shall be made in full after the first payment from Defendants, all  
13 distributions required by this Settlement, shall be paid on a pro-rata basis within 14  
14 days of each payment made by Defendants.

15 (s) Notice of Settlement: Each Class Member will be mailed a notice setting forth the  
16 material terms of the proposed Settlement, along with instructions about how to  
17 object or request exclusion from the proposed class action Settlement ("Notice").  
18 For each Class Member, there will be pre-printed information on the mailed  
19 Notice, based on Defendants' records, stating the Class Member's Covered  
20 Workweeks during the Class Period and the estimated total Settlement Payment  
21 under the Settlement, including the Settlement Class Payment and the PAGA  
22 Settlement Payment that will be distributed irrespective of any exclusion request.  
23 The pre-printed information based on Defendants' records shall be presumed to be  
24 correct. A Class Member may dispute the pre-printed information on the Notice as  
25 to his or her Covered Workweeks during the Class Period. Class Members must  
26 submit any dispute regarding the information on the Notice as to his or her  
27 Covered Workweeks within the Response Deadline. Unless a disputing Class  
28 Member submits documentary evidence in support of his or her dispute, the

records of the Defendants will be determinative, subject to review by the Court.

(t) Settlement Notice Language: The Notice will issue in English and Spanish.

(u) Class Members Cannot Exclude Themselves from the Released PAGA Claims:

Class Members submitting a Request for Exclusion will nevertheless receive their pro-rata share of the PAGA Settlement Payment. If the Court approves the compromise of the PAGA Claim, all Class Members are bound by the Court's resolution of that Claim. Plaintiff shall serve a notice of settlement on the California Labor and Workforce Development Agency at or before the time Plaintiff files the motion for preliminary approval.

(v) Resolution of Workweek Disputes: If a Class Member disputes the accuracy of Defendants' records used to calculate Covered Workweeks, and the Parties' counsel cannot resolve the dispute informally, the matter will be referred to the Settlement Administrator. The Settlement Administrator will review Defendants' records and any information or documents submitted by the Class Member and issue a decision regarding the dispute. The Court reviewing this Settlement shall have the authority to review and make a final decision regarding any Class Member dispute. The Class Member must submit information or documents supporting his or her position to the Settlement Administrator prior to the expiration of the Response Deadline. Information or documents submitted after the expiration of the Response Deadline will not be considered by the Settlement Administrator, unless otherwise agreed to by the Parties.

(w) Right of Class Member to Request Exclusion from the Settlement: Any Class Member may request to be excluded from the Class by mailing a "Request for Exclusion" from the Settlement within the Response Deadline, stating, as follows or in substantially similar terms:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE  
*LOPEZ v. PACIFIC DUTCH GROUP, LLC, ET AL*, CLASS  
 ACTION LAWSUIT, SANTA BARBARA COUNTY  
 SUPERIOR COURT CASE NO. 21CV01197. I  
 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM

1 THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM  
2 THE SETTLEMENT OTHER THAN MY SHARE OF THE  
PAGA PAYMENT.”

3 Any Request for Exclusion must include the name, address, telephone number, last  
4 four digits of the Class Member’s Social Security Number, and the signature of the  
5 Class Member requesting exclusion. Any such request must be made in  
6 accordance with the terms of the Notice, and the Notice will advise Class Members  
7 of these requirements. Any Class Member who timely requests exclusion in  
8 compliance with these requirements (i) shall not have any rights under this  
9 Settlement other than a right to receive a pro-rata share of the portion of the PAGA  
10 payment allocated to the Class Members if the Class Member is also PAGA  
11 Employee; (ii) shall not be entitled to receive any Settlement Payments under this  
12 Settlement other than as stated in (i) in this paragraph; and (iii) shall not be bound  
13 by this Settlement or the Court’s Order and Final Judgment other than as it applies  
14 to the PAGA Claim. Exclusion requests may also be made by fax or email.

15 (x) Right of Settlement Class Member to Object to The Settlement: Any Class  
16 Member may object to the Settlement. To object, the Class Member may (1)  
17 appear in person at the Final Approval Hearing to explain any objection, (2) have  
18 an attorney object for the Class Member, or (3) submit a simple written brief or  
19 statement of objection to the Settlement Administrator. If any Class Member  
20 chooses to submit a written objection, the written objection could be submitted via  
21 fax or email, and should contain sufficient information to confirm the identity of  
22 the objector and the basis of the objection, including (1) the full name of the  
23 Settlement Class Member; (2) the signature of the Settlement Class Member; (3)  
24 the grounds for the objection; and (4) be postmarked within the Response Deadline  
25 to permit adequate time for processing and review by the Parties of the written  
26 statement or objection. Class Counsel shall ensure that any written objections are  
27 transmitted to the Court for the Court’s review (either by Class Counsel or as an  
28 attachment to declaration from the Settlement Administrator). A Class Member

1 who does not object prior to or at the Final Approval Hearing, will be deemed to  
2 have waived any objections and will be foreclosed from making any objections  
3 (whether at the Final Approval Hearing, by appeal, or otherwise) to the Settlement.

4 **THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

5 29. Subject to the Court's approval, and subject to reconsideration by the Parties after a  
6 competitive bidding process, the Parties have agreed to the appointment of ILYM Group, Inc. to perform  
7 the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice,  
8 both in English and Spanish, to the Class Members.

9 30. The Settlement Administrator will independently review the Covered Workweeks  
10 attributed to each Class Member and will calculate the estimated amounts due to each Class Member and  
11 the actual amounts due to each Settlement Class Member in accordance with this Settlement. The  
12 Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The  
13 Settlement Administrator shall be granted reasonable access to Defendants' records in order to perform its  
14 duties.

15 31. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement  
16 Amount from Defendants, the Settlement Administrator will issue and send out the Settlement Payment  
17 checks to the Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in  
18 accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's  
19 performance of its duties shall be referred to the Court, if necessary, which will have continuing  
20 jurisdiction over the terms and conditions of this Settlement until all payments and obligations  
21 contemplated by this Settlement have been fully carried out.

22 32. The Settlement Administrator will mail the final judgment approving the Settlement along  
23 with the settlement payments.

24 **ATTORNEY'S FEES AND COSTS**

25 33. In consideration for resolving this matter and in exchange for the release of all claims by  
26 the Class Members, including Plaintiff, and subject to approval by the Court, Defendants will not object to  
27 Class Counsel's application for attorney's fees not to exceed 35% of the Gross Settlement Amount  
28 (\$280,000.00.00 of \$800,000.00) and litigation costs not to exceed \$25,000.00. The amounts set forth

1 above will cover all work performed and all fees and costs incurred to date, and all work to be performed  
2 and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and  
3 administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve  
4 a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s)  
5 and the maximum amount set forth above shall be added to the Net Settlement Amount. In the event that  
6 the Court awards less than 25% of the Gross Settlement Amount for attorney's fees, Class Counsel shall  
7 retain the right to appeal that portion of any Final Approval Order and Judgment.

#### 8 THE NOTICE PROCESS

9 34. A Notice in approximately the form attached hereto as Exhibit "A," and as approved by the  
10 Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. The Notice  
11 shall be translated into Spanish so that Spanish and English language versions of the Notice are included in  
12 the mailing. Any returned envelopes from this mailing with forwarding addresses will be utilized by the  
13 Settlement Administrator to forward the Notices to the Class.

14 (a) Within 7 calendar days from the date of preliminary approval of this Settlement by  
15 the Court, Defendants shall provide to the Settlement Administrator a class  
16 database containing the following information for each Class Member: (1) name;  
17 (2) last known address; (3) social security number; and (5) dates of employment at  
18 Defendants' locations in California. This database shall be based on Defendants'  
19 payroll and other business records and shall be provided in a format acceptable to  
20 the Settlement Administrator. Defendants agree to consult with the Settlement  
21 Administrator prior to the production date to ensure that the format will be  
22 acceptable to the Settlement Administrator. The Settlement Administrator will run  
23 a check of the Class Members' addresses against those on file with the U.S. Postal  
24 Service's National Change of Address List. Absent mutual written agreement of  
25 counsel for the Parties or Court order, the Settlement Administrator will keep this  
26 database confidential and secure and use it only for the purposes described herein,  
27 and will return this database to Defendants upon final approval of the settlement or  
28 destroy electronic records containing the database after the Settlement is final and

all payments are distributed as required under this Agreement.

- (b) Within 14 calendar days after the Class database is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices to the Class Members by First Class United States mail.
- (c) Notices returned to the Settlement Administrator as non-deliverable on or before the initial Response Deadline shall be resent to the forwarding address, if any, on the returned envelope. A returned Notice will be forwarded by the Settlement Administrator any time that a forwarding address is provided with the returned mail. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Class Member's social security number or other information. In any instance where a Notice is re-mailed, the Settlement Administrator must complete re-mailing within three business days, that Class Member will have to respond by the original response deadline or 14 calendar days after re-mailing, whichever is later. A letter prepared by the Settlement Administrator will be included in the re-mailed Notice in that instance, stating the extended response deadline. Upon completion of these steps by the Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Member. The affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.
- (d) Class Counsel shall provide to the Court, at least five calendar days prior to the final approval hearing, or such other date as set by the Court, a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

#### **DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS**

35. As set forth above, each Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are

submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Disputes can be communicated via fax or email. Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

36. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Prior to mailing the Settlement Payment checks, the Settlement Administrator shall check for updated addresses for all recipients, and in the event that any check is returned as undeliverable, the check must be re-mailed within three business days. The check will be re-mailed to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Class Member's social security number or other information. Settlement Class Payments and PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks shall state the expiration date of the checks. Settlement Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member within that time, and the Class Member's relevant claims will remain released by the Settlement. Settlement Payment checks which have expired will not be reissued.

37. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, will be directed to the *Cy Pres* Beneficiary.

38. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a report listing the amounts of all payments to be made to Class Members (to be identified anonymously by employee number or other identifier). A Declaration attesting to completion of all payment obligations will be provided to Class Counsel and Defendants' Counsel and filed with the Court by Class Counsel.

#### **RELEASE BY THE CLASS**

39. Upon the final approval by the Court of this Settlement and payment of all funds due under this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA Claims, will release claims as follows:

- 1 (a) **Identity of Released Parties.** The released parties are Defendants, and each of  
2 their former and present direct and/or indirect owners, dba's, parents, subsidiaries,  
3 successors and predecessors, and current and former employees, attorneys, officers,  
4 directors, shareholders, owners, and trustees (collectively "Releasees").
- 5 (b) **Date Release Becomes Active.** The Released Claims will be released upon the  
6 Settlement's Effective Date and payment by Defendants of all funds due under the  
7 settlement. Settlement Class Members will not release the Released Claims or  
8 Released PAGA Claims until the Effective Date and payment by Defendants of all  
9 funds due under the settlement.
- 10 (c) **Claims Released by Settlement Class Members.** Each and every Class Member,  
11 on behalf of himself or herself and his or her heirs and assigns, unless he or she has  
12 submitted a timely and valid Request for Exclusion (which will not effectuate an  
13 exclusion from the release of Released PAGA Claims), hereby releases Releasees  
14 from the following claims for the entire Class Period:
- 15 1) any and all claims stated in the Action, or that could have been stated based  
16 on the facts alleged in the Action, including but not limited to claims under  
17 Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.3, 226.7,  
18 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, Business  
19 and Professions Code section 17200 *et seq.*, and PAGA penalties under  
20 Labor Code section 2699, *et seq.* as pled in the Operative Complaint  
21 ("Released Claims");
- 22 2) in addition, as to *all* Class Members employed during the Released PAGA  
23 Claims Period, whether requesting exclusion from the Settlement or not,  
24 claims arising under the Private Attorneys General Act of 2004, Labor  
25 Code § 2698 *et seq.*, to the extent asserted in Plaintiff's administrative  
26 exhaustion letter submitted to the LWDA and any Complaint in this matter  
27 (i.e., the Released PAGA Claims).
- 28

**DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

40. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney's fees and costs, and the Class Representative's service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Conditionally certifying a Class;
- (c) Approving as to form and content the proposed Notice;
- (d) Directing the mailing of the Notice;
- (e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;
- (f) Conditionally appointing Plaintiff and Class Counsel as representatives of the proposed Class Members; and,
- (g) Appointing ILYM Group, Inc. as the Settlement Administrator, and order the Settlement Administrator to issue Notices as outlined above.

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

41. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorney's fees and costs;
- (c) Approving the Service Payment to the Class Representative;
- (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.

- (e) Adjudging Plaintiff and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement; and
- (f) Entering a final judgment in the action.

#### **NULLIFICATION AND TERMINATION**

42. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of Service Payments; (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; (e) the Settlement does not become final for any other reason; or (f) if five (5%) or more of the Class members exclude themselves from the settlement, Defendants may, at their sole discretion, within thirty (30) days of the expiration of the Response Deadline, elect to revoke the settlement and their stipulation to Class Certification.

#### **PARTIES' AUTHORITY**

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

#### **MUTUAL FULL COOPERATION**

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

#### **NO PRIOR ASSIGNMENTS**

45. The Parties and their respective counsel represent, covenant, and warrant that they have not

1 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
 2 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein  
 3 released and discharged except as set forth herein.

#### 4 **NO ADMISSION OF LIABILITY**

5 46. Nothing contained herein, nor the consummation of this Settlement, is to be construed or  
 6 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.  
 7 Defendants deny all the claims and contentions alleged by the Plaintiff in this case. The Defendants have  
 8 entered into this Settlement solely with the intention to avoid further disputes and litigation with the  
 9 attendant inconvenience and expenses.

#### 10 **ENFORCEMENT ACTIONS**

11 47. In the event that one or more of the Parties to this Settlement institutes any legal action or  
 12 other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare  
 13 rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover  
 14 from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees  
 15 incurred in connection with any enforcement actions.

#### 16 **NOTICES**

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

##### 21 **Class Counsel:**

22 Seung Yang  
 23 Allen Feghali  
 24 Brett M. Gunther  
**MOON & YANG, APC**  
 1055 W. Seventh St., Suite 1880  
 Los Angeles, California 90017  
 Telephone: (213) 232-3128  
 Facsimile: (213) 232-3125  
 seung.yang@moonyanglaw.com  
 allen.feghali@moonyanglaw.com  
 27 brett.gunther@moonyanglaw.com

##### 21 **Counsel for Defendants:**

Jeffrey A. Dinkin (SBN 111422)  
 jdinkin@stradlinglaw.com  
 Jared W. Speier (SBN 311751)  
 jspeier@stradlinglaw.com  
**STRADLING, YOCCA, CARLSON &**  
**RAUTH, P.C.**  
 800 Anacapa Street, Suite A  
 Santa Barbara, California 93101  
 Telephone: (805) 730-6800  
 Facsimile: (805) 730-6801

### **CONSTRUCTION**

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

### **CAPTIONS AND INTERPRETATIONS**

50. 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 provision hereof. Each term of this Settlement is contractual and not merely a recital.

### **MODIFICATION**

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

### **INTEGRATION CLAUSE**

52. This Settlement contains 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.

### **WAIVER OF APPEALS**

53. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees in the event that the Court awards less than twenty-five percent of the Gross Settlement Amount as attorney's fees.

### **BINDING ON ASSIGNS**

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

**CLASS COUNSEL SIGNATORIES**

55. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement. The Notice will advise all Class Members of the binding nature of the Released Claims and Released PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed by each member of the Class.

**COUNTERPARTS**

56. This Settlement may be executed in counterparts and by electronic signatures secured by use of DocuSign or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

**CONFIDENTIALITY & PUBLIC COMMENT**

57. The Class Representative and Class Counsel agree they will not make any disparaging comments about Defendants relating to this Settlement of this class action or disclose the negotiations of the Settlement. The Class Representative and Class Counsel shall only disclose matters of public record other than to Class Members, who may receive information about the Settlement that is not in the public record after the Court has preliminarily approved the Settlement. Other than as to Class Members or as expressly allowed below, the Parties and attorneys will keep the settlement confidential until the filing of the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement, other than in court filings. To the extent counsel for either Party wish to advertise this settlement, such advertising will be limited to a statement that a matter was settled between a putative class and an "agricultural production company." Any communication about the Settlement to Class Members prior to the Court-approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a statement of any of the details that would necessarily be included in any Court-approved Notice if a Class Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class Representative is prohibited from discussing the terms or the fact of the settlement with third parties other than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all times, the Class Representative is

prohibited from communicating about the terms or the fact of the settlement on any form of social media ("Social Media Bar"). In the event of a proven breach of the Social Media Bar, the violating Plaintiff shall forfeit one-half of the class representative enhancement payment, as a form of liquidated damages. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the restrictions against any public disclosure of the Settlement. Class Counsel will not include or use the settlement for any marketing or promotional purposes other than as expressly allowed above.

### **FINAL JUDGMENT**

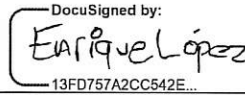
58. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendants as set forth below:

IT IS SO STIPULATED.

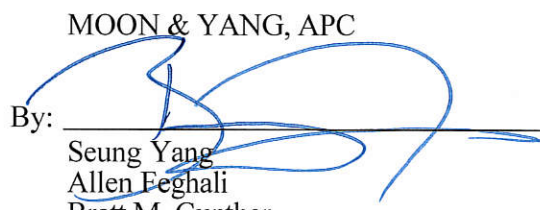
**Plaintiff & Class Representative:**

Dated: 11/19/2021

By:   
Enrique Lopez

**Plaintiffs' Counsel:**

Dated: 12/1/21

MOON & YANG, APC  
By:   
Seung Yang  
Allen Feghali  
Brett M. Gunther  
Attorneys for Plaintiff

**Defendants:**

Dated:

PACIFIC DUTCH GROUP, LLC.

By: \_\_\_\_\_  
Print Name

**Defendants:**

Dated: PACIFIC DUTCH GROUP, LLC.

By: Tadd McKenzie  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Co-President  
\_\_\_\_\_  
Title

Dated: November 30, 2021 BRAND FARMS, LLC.

By: Barry Brand  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
*Barry Brand*  
Signature  
\_\_\_\_\_  
Managing Member  
\_\_\_\_\_  
Title

Dated: November 30, 2021 ARROYO VERDE COLLECTIVE, INC.

By: Barry Brand  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
*Barry Brand*  
Signature  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title

Dated: November 30, 2021 PBR PROPERTY MANAGEMENT, LLC.

By: Barry Brand  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
*Barry Brand*  
Signature  
\_\_\_\_\_  
Managing Member  
\_\_\_\_\_  
Title

**Defendants:**

Dated: November 29, 2021

PACIFIC DUTCH GROUP, LLC.

By: Tadd McKenzie  
Print Name  
Tadd McKenzie  
Signature  
Co-President  
Title

Dated:

BRAND FARMS, LLC.

By: Barry Brand  
Print Name  
Signature  
Managing Member  
Title

Dated:

ARROYO VERDE COLLECTIVE, INC.

By: Barry Brand  
Print Name  
Signature  
President  
Title

Dated:

PBR PROPERTY MANAGEMENT, LLC.

By: Barry Brand  
Print Name  
Signature  
Managing Member  
Title

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Dated: November 29, 2021

RINCON POINT FARMS, LLC.

By: Tadd McKenzie  
Print Name  
Tadd McKenzie  
Signature  
CEO Committee Representative  
Title

Dated:

DP FARMS, LLC.

By: Barry Brand  
Print Name  
  
Signature  
Managing Member  
Title

**Defendants' Counsel:**

Dated:

STRADLING, YOCCA, CARLSON & RAUTH,  
P.C.

By: \_\_\_\_\_  
Jeffrey A. Dinkin  
Jared W. Speier  
Attorneys for Defendants

1 Dated:

RINCON POINT FARMS, LLC.

2 By: Tadd McKenzie  
3 Print Name

4 Signature

5 CEO Committee Representative

6 Title

7  
8 Dated: November 30, 2021

DP FARMS, LLC.

9 By: Barry Brand  
10 Print Name

11 Barry Brand

12 Signature

13 Managing Member

14 Title

15 **Defendants' Counsel:**

16 Dated: 12/1/2021

17 STRADLING, YOCCA, CARLSON & RAUTH,  
18 P.C.

19 By:   
20 Jeffrey A. Dinkin  
21 Jared W. Speier  
22 Attorneys for Defendants  
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